रजिस्ट्री सं. डी. एल.—33001/99 REGN. NO. D. L.—33001/99

भारत का राजपत्र
The Gazette of India

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PUBLISHED BY AUTHORITY

सं. 18] नई दिल्ली, शनिवार, मई 4, 2002/वैशाख 14, 1924
No. 18] NEW DELHI, SATURDAY, MAY 4, 2002/VAISAKHA 14, 1924

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than the Ministry of Defence)

गृह मंत्रालय

शुद्धिपत्र

नई दिल्ली, 1 मई, 2002

का.आ. 1458:—भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 23 फरवरी, 2002 के पृष्ठ 1890 से 1892 तक में प्रकाशित भारत सरकार के गृह मंत्रालय की अधिसूचना संख्या का.आ. 544, तारीख 15 फरवरी, 2002 में "सी० सु० बल के नियम 40क के प्रावधानों से प्रारम्भ होने वाले और "इनमें से जो भी पहले हो, प्रत्येक मास भेजी जाती रहेगी।" को समाप्त होने वाले भाग का लोप किया जाएगा।

[फा.सं. 1/7/2001-सी.एल.ओ./बी.एस.एफ.]

ए. भट्टाचार्य, अवर सचिव

MINISTRY OF HOME AFFAIRS

CORRIGENDA

New Delhi, the 1st May, 2002

S.O. 1458.—In the notification of the Government of India in the Ministry of Home Affairs No. S.O. 544 dated the 15th February, 2002 published in the Gazette of India, Part II, Sec. 3 Sub-Sec (ii), dated the 23rd February, 2002 at pages 1890 to 1894, omit the words beginning with "COMPARATIVE STATEMENT OF EXISTING PROVISIONS" and ending with "whichever is earlier".

[F.No. 1/7/2001-CLO/BSF]

A. BHATTACHARYYA, Under Secy

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 12 अप्रैल, 2002

का. आ. 1459.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के अधीन केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क बोर्ड के निम्नलिखित क्षेत्रीय कार्यालय को, जिनके कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

आयुक्त, सीमा शुल्क,
हवाई कार्गो का कार्यालय,
नई दिल्ली।

[फा. सं.-ई. 11017/9/2001-हिन्दी IV]

प्रशांत मेहता, संयुक्त सचिव (प्रशा.)

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 12th April, 2002

S.O. 1459.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use of official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office under Board of Central Excise & Customs of Department of Revenue, the Staff whereof have acquired the working knowledge of Hindi.

Office of the Commissioner of Customs,
Air Cargo, New Delhi.

[F. No. E.-11017/9/2001-Hindi-IV]

PRASHANT MEHTA, Jt. Secy. (Admn.)

आदेश

नई दिल्ली, 15 अप्रैल, 2002

स्टाम्प

का.आ. 1460.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 के उप-खण्ड (1) की धारा (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा टूरिज्म फाइनेंस कारपोरेशन ऑफ इण्डिया लि., नई दिल्ली को मात्र दो करोड़ दो लाख पचास हजार रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त कारपोरेशन द्वारा नीचे वर्णित प्रामिसरी नोटों के स्वरूप वाले बंध-पत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है :—

(i) 16-3-2000 को आवंटित मात्र तिरासी करोड़ पचपन लाख रुपए के समग्र मूल्य के प्रत्येक पांच-पांच लाख रुपए के 1 से 1671 तक की विशिष्ट संख्या वाले 12.50% असुरक्षित बंध-पत्र (एम बी-XXIII-श्रृंखला) ;

(ii) 16-3-2000 को आवंटित मात्र दस करोड़ पन्द्रह लाख रुपए के समग्र मूल्य के प्रत्येक पांच-पांच लाख रुपए के 1 से 203 तक की विशिष्ट संख्या वाले 12.60% असुरक्षित बंध-पत्र (एम बी-XXIV-श्रृंखला) ;

(3) 1-8-2000 को आवंटित मात्र छियासठ करोड़ बीस लाख रुपए के समग्र मूल्य के प्रत्येक पांच-पांच लाख रुपए के 1 से 1324 तक की विशिष्ट संख्या वाले 11.70% असुरक्षित बंध-पत्र (एम बी-XXV-श्रृंखला) ; और

(4) 1-8-2000 को आवंटित मात्र बयालीस करोड़ साठ लाख रुपए के समग्र मूल्य के प्रत्येक पांच-पांच लाख रुपए के 1 से 852 तक की विशिष्ट संख्या वाले 12% असुरक्षित बंध-पत्र (एम बी-XXVI-श्रृंखला) ।

[सं. 22/2002-स्टाम्प/एफ सं. 33/35/2002-बि.क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 15th April, 2002

STAMP

S. O. 1460.—In exercise of the powers conferred by clause (b) of sub-section 1 of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Tourism Finance Corporation of India Limited, New Delhi to pay consolidated stamp duty of Rupees two crore two lakh fifty thousand only chargeable on account of the stamp duty on bonds in the nature of promissory notes described as—

(i) 12.50% Unsecured Bonds (MB-XXIII-Series) bearing distinctive numbers from 1 to 1671 of Rupees five lakh each aggregating to Rupees eighty three core fifty five lakh only allotted on 16-3-2000.

(ii) 12.60% Unsecured Bonds (MB-XXIV-Series) bearing distinctive numbers from 1 to 203 of Rupees five lakh each aggregating to Rupees ten crore fifteen lakh only allotted on 16-3-2000.

(iii) 11.70% Unsecured Bonds (MB-XXV-Series) bearing distinctive numbers from 1 to 1324 of Rupees five lakh each aggregating to Rupees sixty six crore twenty lakh only allotted on 1-8-2000; and

(iv) 12% Unsecured Bonds (MB-XXVI-Series) bearing distinctive numbers from 1 to 852 of rupees five lakh each aggregating to rupees forty two crore sixty lakh only allotted on 1-8-2000 by the said Corporation.

[No. 22/2002-STAMPS/F. No. 33/35/2002-ST]
R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 17 अप्रैल, 2002

स्टाम्प

का.आ. 1461.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा राष्ट्रीय राजधानी क्षेत्र योजना बोर्ड, नई दिल्ली को मात्र दो करोड़ चौंतीस लाख पचहत्तर हजार रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बोर्ड द्वारा जारी किए जाने वाले दो सौ चौंतीस करोड़ पचहत्तर लाख रुपए के समग्र मूल्य के प्रोमिसरी नोटों के स्वरूप वाले अपरिवर्तनीय असुरक्षित विमोच्य कराधेय बंधपत्रों पर (2008) शृंखला-II के कारण प्रभार्य है।

[सं. 25/2002-स्टा./फा.सं. 33/9/2002-बि.क.]
आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 17th April, 2002

STAMPS

S.O. 1461.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamps Act, 1899 (2 of 1899), the Central Government hereby permits National Capital Region Planning Board, New Delhi to pay consolidated stamp duty of rupees two crore thirty four lakh seventy five thousand only on Non-Convertible Unsecured Redeemable Taxable Bonds 2008 Series-II in the nature of Promissory Notes aggregating to rupees two hundred thirty four crore seventy five lakh only, to be issued by the said Board.

[No. 25/2002-STAMS/F.No/33/9/2002-ST]
R. G. CHHABRA, Under

केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क आयुक्त का कार्यालय

नागपुर, 20 मार्च, 2002

सं. 1/2002

का.आ. 1462.— श्री आर.जी. गायगोरे, अधीक्षक, समूह ख केन्द्रीय उत्पाद एवं सीमा शुल्क आयुक्तालय, नागपुर, निवर्तन की आयु प्राप्त करने पर दिनांक 28-2-2002 को अपराह्न में शासकीय सेवा से निवृत्त हुए।

[फा.सं. II(7) 4/97/स्था. I]
राजीव कुमार, अपर आयुक्त (कार्मिक एवं सतर्कता)

OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE AND CUSTOMS

Nagpur, the 20th March, 2002

No.1/2002

S.O. 1462.—Shri R.G. Gaigore Superintendent, Group 'B' Central Excise & Customs, Nagpur Commissionerate, having attained the age of superannuation, retired from Government Service in the afternoon of 28-2-2002.

[C.No.II (7)4/97/Et.I]
RAJIVA KUMAR, Addl. Commissioner (P & V)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 22 अप्रैल, 2002

का.आ. 1463.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2) में प्रकाशित भारत सरकार के वाणिज्य और उद्योग मंत्रालय (वाणिज्य विभाग) की अधिसूचना सं. का.आ. 1472, तारीख 30 जून, 2001 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "मैसर्स ऐनाटैस्ट एंड मेरीटाइम कन्सलटेंट, 9-28-7, बालाजी नगर वाल्टेयर अपलैण्ड्स, विशाखापत्तनम-530003" शब्दों और अंकों के स्थान पर "मैसर्स ऐनाटेंट एंड मेरीटाइम कन्सलटेंट, भू-तल, 'फातिमा' बिल्डिंग, डी. सं. 23-13-38 थाम्पसन स्ट्रीट, विशाखापत्तनम-530001" शब्द और अंक रखे जायेंगे।

[फा.सं. 5/6/2001-ई.एल. एंड ई पी]
राज सिंह, उप सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 22nd April, 2002

S.O. 1463.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following amendments in the notification of the Government of India, Ministry of Commerce and Industry (Department of Commerce) vide S.O. 1472 dated 30th June, 2001 published in the Gazette of India, Part II, Section 3, Sub-section (ii), namely :—

In the said notification , for the words and figure "M/s Anatest & Maritime Consultants, 9-28-7, Balaji Nagar, Waltai Uplands, Vishakhapatnam 530003', the words and figures "M/s Anatest and Maritime Consultants, Ground Floor, 'FATIMA' Building, D.No. 23-13-38, Thompson Street, Vishakhapatnam-530001" shall be substituted.

[File No. 5/6/2001-EI&EP]

RAJ SINGH, Dy. Secy.

उपभोक्ता मामले खाद्य, और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1464.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1.	आईएस 326 (भाग 21) : 2001 प्राकृतिक और संश्लिष्ट सुगन्ध सामग्रियों के नमूने लेने की प्रशिक्षण पद्धतियां भाग 21 पानी की मात्रा ज्ञात करना कार्ल फिशर विधि	—	2001-12-31
2.	आईएस 1885 (भाग 44) : 2001 विद्युत तकनीकी शब्दावली भाग 44 दाबविद्युत युक्तियां (पहला पुनरीक्षण)	आईएस 1885 (भाग 44) : 1978	2001-12-31
3.	आईएस 2095 (भाग 2) : 2001 जिप्सम के प्लास्टर बोर्डों की विशिष्टि भाग 2 लेपित परत चढ़े हुए जिप्सम के प्लास्टर बोर्ड (दूसरा पुनरीक्षण)	आईएस 2095 (भाग 2) : 1982	2001-12-31
4.	आईएस 3708 (भाग II) : 2001 प्राकृतिक रबड़ लैटेक्स की परीक्षण विधियां भाग 11 मैग्नीशियम ज्ञात करना (प्रत्यक्ष अनुमापन विधि) [एन आर एल : 18] (दूसरा पुनरीक्षण)	आईएस 3708 (भाग 11) : 1986	2001-11-30
5.	आईएस 3865 : 2001 बीयर—विशिष्ट (तीसरा पुनरीक्षण)	आईएस 3865 : 2993	2001-12-31

1	2	3	4
6.	आईएस 5351 : 2001— वस्त्रादि—विद्युत रोधक कार्यों के लिए पोलिएस्टर रेशे से बनी टेपे—विशिष्टि (दूसरा पुनरीक्षण)	आईएस 5351 : 1975	2001-12-31
7.	आईएस 5608 (भाग 6) : 2001— पीवीसी विद्युत रोधन और पीवीसी खोल वाले निम्न आवृति तारो और केबलो की विशिष्टि भाग 6 जम्पर तारें (पहला पुनरीक्षण)	आईएस 5608 (भाग 6) : 1983	2001-12-31
8.	आईएस 6597 : 2001— सुगन्ध एवं सुवास से सम्बन्धित उद्यम के लिए शब्दावली (दूसरा पुनरीक्षण)	आईएस 6597 : 1988	2001-12-31
9.	आईएस 6956 : 2001— आवरण कागज—विशिष्टि (पहला पुनरीक्षण)	आईएस 6956 : 1973	2001-12-31
10.	आईएस 8426 : 2001— माईक्रोवव आवृत्तियो पर अनुप्रयोग के लिए गाइरोचुम्बकीय सामग्रियो के गुणधर्मो के मापा की विधियां (पहला पुनरीक्षण)	आईएस 8426 : 1977	2001-12-31
11.	आईएस 9551 (भाग 6) : 2001— उच्च तद्रूपता वाले श्रव्य उपस्कर एवं तंत्र : न्यूनतम कार्यकारिता अपेक्षाएं भाग 6 माईक्रोफोन (पहला पुनरीक्षण)	आईएस 9551 (भाग 6) : 1984	2001-11-30
12.	आईएस 10714 (भाग 21) : 2001— तकनीकी ड्राइंग—प्रस्तुतीकरण के सामान्य सिद्धान्त भाग 21 सी ए डी पद्धति द्वारा लाइने तैयार करना	--	2001-12-31
13.	आईएस 10891 (भाग 1) : 2001— एरियल रोपवे के लिए इस्पात वायर रोप—विशिष्टि भाग 1 ढुलाई रोप (पहला पुनरीक्षण)	आईएस 10891 (भाग 1) : 1984	2001-12-31
14.	आईएस 11422 : 2001— दुपहिया मोटर वाहनों के भार सम्बन्धी शब्द और परिभाषाएं (पहला पुनरीक्षण)	आईएस 11422 : 1986	2001-12-31
15.	आईएस 12200 : 2001 चिनाई और कंक्रीट वाले बांधो के अनुप्रस्थ संकोच जोड़ों पर जल-रोधकों के प्रावधान के लिए रीति संहिता (पहला पुनरीक्षण)	आईएस 12200 : 1987	2001-12-31
16.	आईएस 14962 (भाग 1) : 2001— आई एस ओ सामान्य प्रयोजन की मीटरी पेंच चूड़ियां—छूटें भाग 1 सिद्धान्त और मूल डाटा	—	2001-12-31
17.	आईएस 14986 : 2001— सड़क तथा रेलवे पोतारोहण तथा पहाड़ी ढलान के लिए वर्षा के जल से होने वाले अपरदन हेतु जूट भू ग्रिड	—	2001-12-31

1	2	3	4
18.	आईएस 14995 : 2001— खिचावदार किलग फिल्में—विशिष्टि	—	2001-11-30
19.	आईएस 14998 : 2001— संकुचित भाग के सम्पर्क में खाद्य सामग्री, औषधियों और पेय जल के सम्पर्क में आने वाले मेलामाइन-फार्मलडीहाइड रेजिन की संचकित वस्तुओं की निश्चित सूची	—	2001-10-31
20.	आईएस 15021 (भाग 1) : 2001— तकनीकी ड्राइंग—प्रक्षेपण पद्धतियां भाग 1 रूपरेखा	—	2001-12-31
21.	आईएस 15021 (भाग 2) . 2001— तकनीकी ड्राइंग—प्रक्षेपण पद्धतियां भाग 2 लंबकोणीय प्रस्तुतीकरण	—	2001-11-30
22.	आईएस 15021 (भाग 4) : 2001— तकनीकी ड्राइंग—प्रक्षेपण पद्धतियां भाग 4 केन्द्रीय प्रक्षेपण	—	2001-12-31
23.	आईएस 15022 (भाग 1) : 2001— उत्पादों के तकनीकी प्रलेखन में उपयोग के लिए आलेखी प्रतीकों का डिजाइन भाग 1 आधारभूत नियम	—	2001-12-31
24.	आईएस 15023 (भाग 1) : 2001— तकनीकी ड्राइंग—बन्धकों से पुर्जों के समुच्चय बनाने का सरलीकृत प्रस्तुतीकरण भाग 1 सामान्य सिद्धांत	—	2001-11-30
25.	आईएस 15042 (भाग 1) : 2001— बैंकिंग—व्यक्तिगत पहचान नम्बर प्रबन्धन एवं सुरक्षा भाग 1 पिन रक्षण सिद्धान्त एवं तकनीकी	—	2001-11-30
26.	आईएस 15043 (भाग 1) : 2001— वित्तीय लेन देन कार्ड—एकीकृत परिपथ कार्ड एवं कार्ड स्वीकरण यंत्र के बीच संदेश भाग 1 सकल्पनाएं एवं संरचना	—	2001-12-31
27.	आईएस 15045 (भाग 2) : 2001— वायु चालित तरल शक्ति—पांच छेद वाले दिशात्मक नियन्त्रण वाल्व भाग 2 वैकल्पिक विद्युत संयोजक सहित आरोपण अन्तपृष्ठ सतहें	—	2001-12-31
28.	आईएस 15046 : 2001— फोटोग्राफी—कैमरा—अनावरण के स्वचल नियन्त्रण	—	2001-11-30
29.	आईएस 15053 : 2001— पोत निर्माण—500 जी आर टी से कम के जलयानों के लिए हाइड्रोलिक स्टीएरिंग गियर—सामान्य अपेक्षाएं	—	2001-12-31
30.	आईएस 15054 : 2001— तकनीकी ड्राइंग—ज्यामितीय छूटें अंकित करना—प्रारूप अभिविन्यास, अवस्थापन और रन आउट की छूटे अंकित करना—सत्यापन सिद्धांत और पद्धतियां—मार्गदर्शी सिद्धांत	—	2001-11-30
31.	आईएस 15055 : 2001— बैंक प्रचालन—ड्राइंग सूची की मानक आयोजना	—	2001-12-31

1	2	3	4
32.	आईएस 15066 : 2001— लेपित अपघर्षक—समाविष्ट फलैंज अथवा प्रथक फलैंज सहित फलैप पहिया—पदनाम और आयाम	—	2001-12-31
33.	आईएस 15067 : 2001— ब्रेजट सर्पिल कठोर धातु की नोक युक्त एंड मिल आयाम	—	2001-12-31
34.	आईएस 15100 : 2001— मोटर वाहनों मे प्रयुक्त स्थायी रूप से बने द्रवित पैट्रोलियम गैस आधानों के लिए बहुप्रक्रियात्मिक वाल्व असेम्बली	—	2001-12-31
35.	आईएस 15111 (भाग 1) : 2001— सामान्य प्रकाश व्यवस्थाओ के लिए स्वत: बालास्टकृत लैम्प भाग 1 सुरक्षा अपेक्षाएं	—	2002-01-31

इन भारतीय मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन-9 बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयो नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[सं. के प्र वि-1/13 : 2]

परचरण सिंह, अपर महानिदेशक

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 10th April, 2002

S.O. 1464.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 326 (Pt 21) : 2001 — Methods of sampling and test for natural and synthetic perfumery materials Part 21 : Determination or water content — KARL fischer method	—	2001-12-31
2.	IS 1885 (Pt 44) : 2001 — Electrotechnical vocabulary Part 44 : Piezoelectric devices (First Revision)	IS 1885 (Pt 44) : 1973	2001-12-31
3.	IS 2095 (Pt 2) : 2001 — Gypsum plaster boards — Specification Part 2 : Coated/laminated gypsum plaster boards (Second Revision)	IS 2095 (Pt 2) : 1982	2001-12-31

(1)	(2)	(3)	(4)
4.	IS 3708 (Pt 11) : 2001 — Methods of test for natural rubber latex Part 11 : Determination of magnesium (direct titration method) [NRL : 18] (Second Revision)	IS 3708 (Pt 11) : 1986	2001-11-30
5.	IS 3865 : 2001 — Beer — Specification (Third Revision)	IS 3865 : 1993	2001-12-31
6.	IS 5351 : 2001 — Textiles — Polyester fibre woven tapes for electrical insulation purposes — Specification (Second Revision)	IS 5351 : 1975	2001-12-31
7.	IS 5608 (Pt 6) : 2001 — Specification for low frequency wires and cables with PVC insulation and PVC sheath Part 6 : Jumper wires (First Revision)	IS 5608 (Pt 6) : 1983	2001-12-31
8.	6597 : 2001 — Glossary of terms relating to fragrance and flavour industry (Second Revision)	IS 6597 : 1988	200 1-12-31
9.	IS 6956 : 2001 — Cover paper — Specification (First Revision)	IS 6956 : 1973	2001-12-31
10.	IS 8426 : 2001 — Measuring methods for properties of gyro-magnetic materials intended for application at microwave frequencies (First Revision)	IS 8426 : 1977	2001-12-31
11.	IS 9551 (Pt 6) : 2001 — High fiedlity audio equipment and systems : Minimum performance requirements Part 6 : Microphones (First Revision)	IS 9551 (Pt 6) : 1984	2001-11-30
12.	IS 10714 (Pt 21) : 2001 — Technical drawings — General principles of presentation Part 21 : Preparation of lines by cad systems	—	2001-12-31
13.	10891 (Pt 1) : 2001 — Steel wire ropes for aerial ropeways — Specification Part 1 : Haulage ropes (First Revision)	IS 10891 (Pt 1) : 1984	2001-12-31
14.	IS 11422 : 2001 — Terms and definitions of weights of two sheeled motor vehicles (First Revision)	IS 11422 : 1986	2001-12-31
15.	IS 12200 : 2001 — Provision of water—stops at transverse contraction joints in masonary and concrete dams — Code of practice (First Revision)	IS 12200 : 1987	2001-12-31

(1)	(2)	(3)	(4)
16.	IS 14962 (Pt 1) : 2001 — ISO General purpose metric screw threads — Tolerances Part 1 : Principles and basic data	—	2001-12-31
17.	IS 14986 : 2001 — Guidelines for application of jute geotextile for rain water erosion control inroad and railway embankments and hill slopes	—	2001-12-31
18.	IS 14995 : 2001 — Stretch cling films — Specification	—	2001-11-30
19.	IS 14998 : 2001 — Positive list of constituents of melamine-formaldehyde resins in contact with foodstuffs, pharmaceuticals and drinking water	—	2001-10-31
20.	IS 15021 (Pt 1) : 2001 — Technical drawings — Projection methods Part 1 : Synopsis	—	2001-12-31
21.	IS 15021 (Pt 2) : 2001 — Technical drawings — Projection methods Part 2 : Orthographic representations	—	2001-11-30
22.	IS 15021 (Pt 4) : 2001 — Technical drawings — Projection methods Part 4 : Central projection	—	2001-12-31
23.	IS 15022 (Pt 1) : 2001 — Design of graphical symbols for use in the technical product documentation of products Part 1 : Basic rules	—	2001-12-31
24.	IS 15023 (Pt 1) : 2001 — Technical drawings — Simplified representation of the assembly of parts with fasteners Part 1 : General principle	—	2001-11-30
25.	IS 15042 (Pt 1) : 2001 — Banking — Personal identification number management and security Part 1 : PIN protection principles and Techniques	—	2001-11-30
26.	IS 15043 (Pt 1) : 2001 — Financial transaction cards — Messages between the integrated circuit card and the card accepting device Part 1 : Concepts and structures	—	2001-12-31
27.	IS 15045 (Pt 2) : 2001 — Pneumatic fluid power — Five port directional control valves Part 2 : Mounting interface surfaces with optional electrical connector	—	2001-12-31
28.	IS 15046 : 2001 — Photography — Cameras — Automatic controls of exposure	—	2001-11-30

(1)	(2)	(3)	(4)
29.	IS 15053 : 2001 — Shipbuilding — Hydraulic steering gears for vessels below 500 GRT — General requirements	—	2001-12-31
30.	IS 15054 : 2001 — Technical drawings — Geometrical tolerancing — Tolerancing of form, orientation, location and run-out - Verification principles and methods — Guidelines	—	2001-11-30
31.	IS 15055 : 2001 — Bank operations — Standard scheme for drawing lists	—	2001-12-31
32.	IS 15066 : 2001 — Coated abrasives — Flap wheel with incorporated flanges or separate flanges — Designation and dimensions	—	2001-12-31
33.	IS 15067 : 2001 — End mills with brazed helical hard metal tips — Dimensions	—	2001-12-31
34.	IS 15100 : 2001 — Multifunction valve assembly for permanently fixed liquefied petroleum gas (LPG) containers for automotive use	—	2001-12-31
35.	IS 15111 (Pt 1) : 2002 — Self ballasted lamps for general lighting services Part 1 : Safety requirements	—	2002-01-31

Copy of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Chennai, Mumbai, and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CMD-I/13 : 2]

HARCHARAN SINGH, Addl. Director General

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 23 अप्रैल, 2002

का.आ. 1465.— केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है —

1. भारतीय खाद्य निगम,
   जिला कार्यालय,
   पनवेल,
   नवी मुम्बई-410218।

[संख्या: ई-11011/1/2001-हिन्दी]

रजनी राज़दान, संयुक्त सचिव

(Department of Food and Public Distribution)

New Delhi, the 23rd April, 2002

S.O. 1465.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi :

1. Food Corporation of India,
   Distt. Office,
   Panvel,
   Navi Mumbai-410218.

[No. E-11011/1/2001-Hindi]

RAJNI RAZDAN, Jt. Secy.

(उपभोक्ता मामले विभाग)

नई दिल्ली, 23 अप्रैल, 2002

का.आ. 1466.— केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण मे उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय के अधीन भारतीय मानक ब्यूरो, नई दिल्ली के निम्नलिखित शाखा कार्यालय, जिसके 80 प्रतिशत से अधिक अधिकारियों /कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्द्वारा अधिसूचित करती है —

केन्द्रीय प्रयोगशाला, भारतीय मानक ब्यूरो,
प्लाट नं. 20/9, साइट 4, साहिबाबाद इंडस्ट्रियल एरिया,
साहिबाबाद-201010, गाजियाबाद, उत्तर प्रदेश ।

[स ई 11012/4/2000-हिन्दी]

आई.एम. सोंधी, उप सचिव

(Department of Consumer Affairs)

New Delhi, the 23rd April, 2002

S.O.1466.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rule, 1976, the Central Government hereby notifies the following Branch Office of Bureau of Indian Standards, New Delhi under the Ministry of Consumer Affairs, Food and Public Distribution where more than 80% of the staff have acquired working knowledge of Hindi:

Central Laboratory,
Bureau of Indian Standards,
Plot No. 20/9, Site, 4
Sahibabad Industrial Area,
Sahibabad-201010
Ghaziabad (U.P.)

[No. E-11012/4/2000-Hindi]

I. M. SONDHI, Dy. Secy.

मानव संसाधन विकास मंत्रालय

(माध्यमिक तथा उच्चतर शिक्षा विभाग)

नई दिल्ली, 1 अप्रैल, 2002

का.आ. 1467 —केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय) माध्यमिक तथा उच्चतर शिक्षा विभाग) के अन्तर्गत कार्यरत निम्नलिखित 49 केन्द्रीय विद्यालयों को, ऐसी संस्थाओं के रूप में जिनमें 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है —

1 केन्द्रीय विद्यालय नं. 1,
जी सी.एफ. जबलपुर
मध्य प्रदेश-482011

2 केन्द्रीय विद्यालय,
एम टी.सी. जबलपुर सदर,
मध्य प्रदेश-482001

3 केन्द्रीय विद्यालय,
सी.एम.एम. जबलपुर,
मध्य प्रदेश-482001

4 केन्द्रीय विद्यालय,
छिंदवाड़ा, आदिवासी संग्रहालय,
के समीप, मध्य प्रदेश-480001

5 केन्द्रीय विद्यालय,
सी.ओ.डी. कैम्पस,
डाकघर—गोकुलपुर,
जबलपुर, मध्य प्रदेश-482010

6. केन्द्रीय विद्यालय,
सिंगरौली,
जिला—सिधी,
मध्य प्रदेश-486889

7. केन्द्रीय विद्यालय,
रायपुर,
डब्ल्यू.आर.एस. कालोनी,
मध्य प्रदेश-492008

8. केन्द्रीय विद्यालय,
सतना, सीताराम हॉस्टल के सामने,
रीवा रोड, मध्य प्रदेश-485001

9. केन्द्रीय विद्यालय,
दमोह, बालकोट रोड,
मध्य प्रदेश-470611

10 केन्द्रीय विद्यालय,
सिवनी, मध्य प्रदेश

11. केन्द्रीय विद्यालय,
जिला—सागर,
मध्य प्रदेश-470228

12 केन्द्रीय विद्यालय,
बिलासपुर,
गुरूनानक चौक के समीप
जिला—बिलासपुर, मध्य प्रदेश-495004

13 केन्द्रीय विद्यालय,
धनपुरी
जिला—[illegible]
मध्य प्रदेश-484114

14. केन्द्रीय विद्यालय,
दुर्ग, मध्य प्रदेश-491001

15. केन्द्रीय विद्यालय,
मनेन्द्रगढ़, रेलवे कालोनी,
मध्य प्रदेश-497442

16. केन्द्रीय विद्यालय,
नौरोजाबाद,
जिला—उमेरिया,
मध्य प्रदेश-484555

17. केन्द्रीय विद्यालय,
बैकुण्ठपुर,
जिला—कोरिया,
मध्य प्रदेश-497335

18. केन्द्रीय विद्यालय,
चिरिमिरी,
सोनावानी कोलियारी,
चिरिमिरी, मध्य प्रदेश-497557

19. केन्द्रीय विद्यालय,
जमुना कॉलरी,
जिला—शहडोल,
मध्य प्रदेश-484444

20. केन्द्रीय विद्यालय, न. 1,
बाल्को कोरबा,
जिला—कोरबा
मध्य प्रदेश-495684

21. केन्द्रीय विद्यालय, न. 2
एन.टी.पी.सी.,
कोरबा, मध्य प्रदेश-495450

22. केन्द्रीय विद्यालय,
बालाघाट, मध्य प्रदेश-481001

23. केन्द्रीय विद्यालय,
महासमुंद, बी.टी.आई. रोड,
महासमुंद, मध्य प्रदेश-493445

24. केन्द्रीय विद्यालय,
टी.एफ.आर.आई.,
मंडला रोड, डाकघर—आर.एफ.आर.सी. जबलपुर,
मध्य प्रदेश-48202

25. केन्द्रीय विद्यालय,
डोंगरगढ़, एस.ई. न्यू रेलवे कालोनी,
जिला—राजनंदनगांव, म.प्र.—491445

26. केन्द्रीय विद्यालय,
रायगढ़,
मध्य प्रदेश-465661

27. केन्द्रीय विद्यालय, नं. 1,
भुवनेश्वर, नवम यूनिट,
भुवनेश्वर-751007

28. केन्द्रीय विद्यालय, नं. 2
भुवनेश्वर, सी.आर.पी.एफ. केम्पस,
भुवनेश्वर-751011

29. केन्द्रीय विद्यालय,
बोंडामुण्डा सैक्टर-ए,
एस.ई. रेलवे कालोनी,
जिला—सुंदरगढ़, बोंडामुण्डा-770032

30. केन्द्रीय विद्यालय,
चारबटिया, ए.आर.सी.,
चारबटिया-754028
जिला—कटक

31. केन्द्रीय विद्यालय,
चिल्का, आई.एन.एस. नेवल बेस,
चिल्का, जिला—पुरी

32. केन्द्रीय विद्यालय,
कटक, सी-बी/4,
केन्टोनमेंट रोड,
कटक-753001

33. केन्द्रीय विद्यालय,
खुर्दा रोड,
पो.ओ.—जटनी—752050
खुर्दा रोड, जिला—पुरी

34. केन्द्रीय विद्यालय,
कोरापुट,
कोरापुट-764020

35. केन्द्रीय विद्यालय,
पारादीप पोर्ट,
जिला—कटक,
पारादीप पोर्ट-754142

36. केन्द्रीय विद्यालय,
पुरी,
पुरी-752002

37. केन्द्रीय विद्यालय,
राउरकेला, सैक्टर-6,
राउरकेला-769002

38. केन्द्रीय विद्यालय नं. 2
खड़गपुर, रेलवे ओल्ड सेटलमेंट,
डी.ई. कार्यालय,
एस.ई. रेलवे खड़गपुर

39. केन्द्रीय विद्यालय,
टाटानगर, एस.ई. रेलवे कालोनी,
टाटानगर-831002
जिला-सिहभूम

40. केन्द्रीय विद्यालय,
पुरानी डी.वी.एस. बिल्डिंग,
धनबाद-826001

41. केन्द्रीय विद्यालय,
चक्रधरपुर,
जिला—सिंहभूम-833102

42. केन्द्रीय विद्यालय,
चन्द्रपुरा, थर्मल पावर स्टेशन,
जिला—गिरिडीह-825303

43. केन्द्रीय विद्यालय,
गोमोह,
जिला—धनबाद-828401

44. केन्द्रीय विद्यालय,
मैथोन डैम, डी.वी.सी.,
जिला—धनबाद-828201

45. केन्द्रीय विद्यालय नं. 1,
बोलंगीर, ओ.एफ.पी. गंडापत्नीपली
बोलंगीर-767032

46. केन्द्रीय विद्यालय,
आद्रा, जिला—पुरुलिया,
आद्रा-723121

47. केन्द्रीय विद्यालय नं. 1,
बोकारो, सैक्टर-4,
जिला—बोकारो-827004

48. केन्द्रीय विद्यालय नं. 1,
बोलंगीर,
आर्डिनेन्स फैक्टरी बड़मल,
बोलंगीर-767770

49. केन्द्रीय विद्यालय नं. 2,
बोलंगीर,
बोलंगीर-767002

[सं. 11011-9/2001—रा.भा.ए.]
डी.पी. बन्दूनी, निदेशक (रा.भा.)

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department. of Sec. & Higher Education)

New Delhi, the 1st April, 2002

S.O.1467.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Govt. hereby notifies the following 49 Kendriya Vidyalayas under the Ministry of Human Resource Development (Deptt. of Sec. & Higher Education) as an Institutions in which more than 80% Staff has acquired working knowledge of Hindi :—

1. Kendriya Vidyalaya No. 1,
G.C.F. Jabalpur,
M.P.-482011.

2. Kendriya Vidyalaya,
S.T.C. Jabalpur Sadar,
M.P.-482001.

3. Kendiya Vidyalaya,
C.M.M. Jabalpur,
M.P.-482001.

4. Kendriya Vidyalaya,
Chhindwara,
Near Adivasi Museum,
M.P.-480001.

5. Kendriya Vidyalaya,
C.O.D. Campus,
P.O. Gokulpur,
Jabalpur,
M.P.-482010.

6. Kendriya Vidyalaya,
Singrauli,
Distt. Sidhi,
M.P.-486889.

7. Kendriya Vidyalaya,
Raipur,
W.R.S. Colony,
M.P.-492008.

8. Kendriya Vidyalaya,
Satana,
Opposite to Sitaram Hostel,
Rewa Road,
M.P.-485001.

9. Kendriya Vidyalaya,
Damoh, Balkot Road,
M.P.-470611.

10. Kendriya Vidyalaya,
Sheoni,
M.P.

11. Kendriya Vidyalaya,
Dhana, Distt. Sagar,
M.P.-470228.

12. Kendriya Vidyalaya,
Bilaspur,
Near Gurunanak Chauk,
Distt. Bilaspur,
M.P.-495004.

13. Kendriya Vidyalaya,
Dhanpuri,
Distt Shahdol,
M.P.-484114.

14. Kendriya Vidyalaya,
Durg,
M.P.-491001.

15. Kendriya Vidyalaya,
Manendergarh,
Railway Colony,
M.P.-497442.

16. Kendriya Vidyalaya,
Naurojabad,
Distt. Umeria,
M.P.-484555.

17. Kendriya Vidyalaya,
Baikunthapur,
Distt. Koria,
M.P.-497335.

18. Kendriya Vidyalaya,
Chirimiri,
Sonawani Coal field.
Chirimiri, M.P.-497557.

19. Kendriya Vidyalaya,
Jamuna Colliery.
Distt. Shahdol,
M.P.-484444.

20. Kendriya Vidyalaya No. 1,
BALCO Korba,
Distt. Korba,
M.P.-495684.

21. Kendriya Vidyalaya No. 2,
N.T.P.C.
Korba, M.P.-495450.

22. Kendriya Vidyalaya,
Balaghat,
M.P.-481001.

23. Kendriya Vidyalaya,
Mahasamund,
B.T.I. Road,
Mahasamund,
M.P.-493445.

24. Kendriya Vidyalaya,
T.F.R.I., Mandla Road,
P.O.-R.F.R.C. Jabalpur,
M.P.-482021.

25. Kendriya Vidyalaya,
Dogargarh,
S.E. New Railway Colony,
Distt. Rajnandangaon,
M.P.-491445.

26. Kendriya Vidyalaya,
Raigarh,
M.P.-465661.

27. Kendriya Vidyalaya No. 1,
Bhuwaneshwar, Nawam Unit,
Bhuwaneshwar-751007.

28. Kendriya Vidyalaya No. 2,
Bhuwaneshwar, C.R.F., Campus,
Bhuwaneshwar-751011.

29. Kendriya Vidyalaya,
Bodamunda Sector-A,
S.E. Railway Colony,
Distt. Sundergarh,
Bodamunda-770032.

30. Kendriya Vidyalaya,
Charbatia, A.R.C.,
Charbatia-754028.
Distt. Cuttuck.

31. Kendriya Vidyalaya,
Chilka, I.N.S. Naval Base,
Chilka, Distt. Puri.

32. Kendriya Vidyalaya,
Cuttuck, C.B/4,
Contonment Road,
Cuttuck-753001.

33. Kendriya Vidyalaya,
Khurda Road,
P.O. Jatni-752050,
Khurda Road,
Distt. Puri.

34. Kendriya Vidyalaya,
Koraput,
Koraput-764020.

35. Kendriya Vidyalaya ,
Paradeep Port,
Distt. Cuttuck,
Paradeep Port-754142.

36. Kendriya Vidyalaya,
Puri,
Puri-752002.

37. Kendriya Vidyalaya,
Raurkela, Sector-6,
Raurkela-769002.

38 Kendriya Vidyalaya No. 2,
Kharagpur, Railway Old
Settlement, D.E. Office.
S.E. Railway Kharagpur.

38. Kendriya Vidyalaya,
Tatanagar, S.E. Railway Col.
Tatanagar-831002.
Distt. Singbhum.

40. Kendriya Vidyalaya.
Old D.V.S. Building,
Dhanbad-826001.

41. Kendriya Vidyalaya,
Chakradharpur,
Distt. Singbhum.

42. Kendriya Vidyalaya,
Chanderpura, Tharmal Power Station,
Distt. Giridih-825303.

43. Kendriya Vidyalaya,
Gomoh,
Distt. Dhanbad-828401.

44. Kendriya Vidyalaya,
Maithon Dam,
D.V.C.,
Distt. Dhanbad-828201.

45. Kendriya Vidyalaya No. 1,
Bolangeer, O.F.P. Gandapati
pali,
Bolangeer-767072.

46. Kendriya Vidyalaya,
Adra, Distt.-Purulia,
Adra-723121.

47. Kendriya Vidyalaya No. 1,
Bokaro, Sector-4,
Distt.-Bokaro-827004.

48. Kendriya Vidyalaya No. 1.
Bolangeer,
Ordnance Factory Barmal,
Bolangeer-767770.

49. Kendriya Vidyalaya No. 2
Bolangeer,
Bolangeer-767002.

[No. 110011-9/2001-O.L.U.]
D. P. BANDOONI, Director (O.L.)

स्वास्थ्य और परिवार कल्ययाण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 26 अप्रैल, 2002

का.आ. 1468.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप धारा (1) के खण्ड (क) के अनुसरण में और झारखण्ड सरकार से परामर्श करके डा. (श्रीमती) जोवा हेलन सोरेन को इस अधिसूचना के जारी होने की तारीख मे भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में मनोनीत किया है।

अतः अब उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबन्ध के अनुसरण में केन्द्र सरकार एतद्द्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1961 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात्;

उक्त अधिसूचना मे "धारा 3 की उप-धारा (1) के खण्ड (क) के अधीन मनोनीत" शीर्षक के अन्तर्गत क्रम सख्या 27 और उससे संबंधित प्रविष्टियो के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टिया जोड़ी जाएगी; अर्थात् :—

"28. डा. (श्रीमती) जोवा हेलन सोरेन, झारखण्ड सरकार"
द्वारा श्री एस.एस. चौधरी,
नजदीक फायरिंग रेंज, बूटी रोड,
बेरिऐटू,
रांची (झारखंड)

[संख्या वी-11013/1/2001-एमई(नीति-1)]
पी.जी. कलाधरण, अवर सचिव

MINISTRY OF HEALTH & FAMILY WELFARE

(Depadtment of Health)

New Delhi, the 26th April, 2002

S.O. 1468.—Whereas the Central Government, in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Councli Act. 1956 (102 of 1956) and in consultation with the Government of Jharkhand have nominated Dr. (Mrs.) Joba Helen Soren to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely;

In the said notification, under the heading, 'Nominated under clause (a) of sub-section (1) of section 3'. after serial number 27 and the entries thereto, the following serial number and entries shall be added, namely :—

"28. Dr. (Mrs.) Joba Helen Soren,
Govt. of Jharkhand"
C/o Sri S. S. Choudhary.
Near Firing Range, Booty Road,
Bariatu,
Ranchi (Jharkhand).

[No. V-11013/1/2001-ME(Policy-I)]
P. G. KALADHARAN, Under Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 22 अप्रैल, 2002

का.आ. 1469.—राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उप-नियम (2) और (4) के अनुसरण में रेल मंत्रालय (रेलवे बोर्ड), पूर्वोत्तर सीमा रेलवे के कटिहार मंडल के निम्नलिखित कार्यालयों को, जिनमें 80% से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करता है,

पूर्वोत्तर सीमा रेलवे (कटिहार मंडल)

1. वरिष्ठ सेक्शन इंजीनियरी (लोको), कटिहार
2. सहायक भंडार नियंत्रक कार्यालय, कटिहार
3. स्टेशन प्रबंधक, बारसोई
4. सेक्शन इंजीनियर (निर्माण), बारसोई
5. वरिष्ठ सेक्शन इंजीनियर (निर्माण), किशनगंज
6. वरिष्ठ सेक्शन इंजीनियर (विद्युत), किशनगंज
7. स्वास्थ्य केन्द्र, किशनगंज
8. स्टेशन अधीक्षक कार्यालय, कांकी
9. स्टेशन अधीक्षक कार्यालय, हटवार
10. सहायक इंजीनियर-1/कटिहार
11. सहायक इंजीनियर-2/कटिहार

[सं. हिन्दी 2001/ रा. भा. 1/12/2]
आर. के. सिंह, सचिव, रेलवे बोर्ड

MINISTRY OF RAILWAY

(Railway Board)

New Delhi the 22nd April, 2002

S.O. 1469.—In Pursuance of Sub Rule (2) and (4) of Rule 10 of the Official Language (use for the official purposes of the Union.) Rules. 1976, the Ministry of Railways (Railway Board) hereby notify the following offices of Katihar Division of Northeast Frontier Railway, where more than 80% of the officers employees have acquired the working knowledge of Hindi.
Northeast Frontier Railway (Katihar Division)

1. Office of Sr. Section Engineer (Loco) Katihar.
2. Office of Asstt. controller of stores/Katihar.
3. Station Manager/Barsoi.
4. Office of the Section Engineer (Works), Barsoi.
5. Office of the Section Engineer (Works), Kishanganj.
6. Office of Sr. Section Engineer (Electrical), Kishanganj.
7. Health Centre Kishanganj.
8. Station Superintendent, Kanki.
9. Station Superintendant, Hatwar.
10. Office of the Assistant Engineer-1, Kathihar.
11. Office of the Assistant Engineer-II., Kathihar.

[No. Hindi-2001/OL-1/12/2]
R. K. SINGH, Secy., Railway Board

परमाणु ऊर्जा विभाग

आदेश

मुंबई, 19 अप्रैल, 2002

का.आ. 1470.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का अधिनियमांक 33) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा यह निदेश देती है कि उसे यहां संलग्न अनुसूची के स्तम्भ (1) में विनिर्दिष्ट "निषिद्ध क्षेत्र" के संबंध में उक्त अधिनियम की धारा 19 द्वारा प्रदत्त शक्तियों का उक्त अनुसूची के स्तम्भ (2) की तत्संबंधी प्रविष्टियों में उल्लिखित सभी अथवा किसी एक अधिकारी या प्राधिकारी द्वारा भी निषिद्ध क्षेत्र होने के कारण प्रयोग किया जाएगा।

अनुसूची

निषिद्ध क्षेत्र के नाम	अधिकारी या प्राधिकारी का पदनाम
(1)	(2)
कुडनकुलम परियोजना स्थित गांव कुडनकुलम एवं विजयपती, राधापुरम तालुका, जिला तिरूनवेली तमिलनाडु।	1. परियोजना निदेशक, कुडनकुलम परियोजना, न्यूक्लियर पावर कारपोरेशन इंडिया लिमिटेड, पो.ओ. कुडनकुलम, राधापुरम तालुका, जिला तिरूनवेली, तमिलनाडु—627106.
	2. प्रशासन प्रमुख, कुडनकुलम परियोजना, न्यूक्लियर पावर कारपोरेशन इंडिया लिमिटेड, पी.ओ कुडनकुलम, राधापुरम तालुका,

1	2
	जिला तिरुनवेली, तमिलनाडु—627106.
3	मुख्य सुरक्षा अधिकारी, कुडनकुलम परियोजना, न्यूक्लियर पावर कारपोरेशन इंडिया लिमिटेड, पी.ओ. कुडनकुलम, राधापुरम तालुका, जिला तिरुनवेली, तमिलनाडु—627106

[फाइल संख्या एईए/19(1)/2002-ईआर/1113]

दिनेश भाटिया, उप सचिव

DEPARTMENT OF ATOMIC ENERGY
ORDER

Mumbai, the 19th April, 2002

S.O. 1470.- In exercise of the powers conferred by Section 27 of the Atomic Energy Act, 1962 (Act No. 33 of 1962), the Central Government hereby directs that the powers conferred on it by Section 19 of the said Act shall, in respect of the areas specified in column (1) of the schedule annexed thereto, being a prohibited area, be exercisable also by all or any of the officers or authorities mentioned in the corresponding entries in Column (2) of the said Schedule.

SCHEDULE

Name of the Prohibited Area (1)	Designation of the Officer or Authority (2)
Kudankulam Project at Villages Kudankulam and Vijayapathi, Radhapuram Taluk, Distt. Tirunelveli, Tamilnadu.	1. Project Director, Kundankulam Project, Nuclear Power Corporation of India Ltd., P.O. Kudankulam, Radhapuram Taluk, Distt. Tirunelveli, Tamilnadu 627 106.
	2. Head of Administration, Kudankulam Project, Nuclear Power Corporation of India Ltd., P.O. Kudankulam, Radhapuram Taluk, Distt. Tirunelveli, Tamilnadu 627 106.
	3. Chief of Security, Kudankulam Project, Nuclear Power Corporation of India Ltd., P.O. Kudankulam, Radhapuram Taluk, Distt. Tirunelveli, Tamilnadu 627 106.

[F. No. AEA/19(1)/2002-ER/1113]

DINESH BHATIA, Dy. Secy.

आदेश

मुम्बई 20 अप्रैल, 2002

का.आ. 1471.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का अधिनियमांक 33) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा यह निदेश देती है कि उसे यहां अनुलग्न अनुसूची के स्तम्भ (1) में विनिर्दिष्ट क्षेत्रों के संबंध में उनके निषिद्ध क्षेत्र होने के कारण उक्त अधिनियम की धारा 19 द्वारा प्रदत्त शक्तियों का उक्त अनुसूची के स्तम्भ (2) की तत्संबंधी प्रविष्टियों में उल्लिखित सभी अथवा किसी एक अधिकारी या प्राधिकारी द्वारा भी प्रयोग किया जाएगा ।

अनुसूची

निषिद्ध क्षेत्र के नाम	अधिकारी या प्राधिकारी का पदनाम
(1)	(2)
भाभा परमाणु अनुसंधान केन्द्र, कल्याण काम्प्लेक्स, गांव वाडवली-चिंचवली, तालुका कल्याण-उल्हासनगर, जिला थाने पिन 421301 महाराष्ट्र	1. निदेशक, भाभा परमाणु अनुसंधान केन्द्र,
	2. परियोजना निदेशक ईएचपीपीएल परियोजना, भाभा परमाणु अनुसंधान केन्द्र,
	3. नियंत्रक, भाभा परमाणु अनुसंधान केन्द्र
	4. परियोजना प्रबंधक, भाभा परमाणु अनुसंधान केन्द्र,
	5. मुख्य सुरक्षा अधिकारी भाभा परमाणु अनुसंधान केन्द्र,

[फाइल संख्या एईए/19(1)/2002-ई आर/1121]
दिनेश भाटिया, उप सचिव

ORDER

Mumbai, the 20th April, 2002

S.O. 1471.- In exercise of the powers conferred by Section 27 of the Atomic Energy Act, 1962 (Act No. 33 of 1962), the Central Government hereby directs that the powers conferred on it by Section 19 of the said Act shall, in respect of the areas specified in column (1) of the schedule annexed thereto, being a prohibited area, be exercisable also by all or any of the officers or authorities mentioned in the corresponding entries in column (2) of the said Schedule

SCHEDULE

Name of the Prohibited Area	Designation of the Officer or Authority
(1)	(2)
Bhabha Atomic Research Centre, Kalyan Complex, Village Vadawali-Chinchavali, Taluka Kalyan-Ulhasnagar, District Thane, PIN 421 301, Maharashtra.	1. Director, Bhabha Atomic Research Centre.
	2. Project Director, EHPPL Project, Bhabha Atomic Research Centre.
	3. Controller, Bhabha Atomic Research Centre.
	4. Project Manager, Bhabha Atomic Research Centre
	5. Chief Security Officer, Bhabha Atomic Research Centre.

[F. No AEA/19(1)/2002-ER/1121]
DINESH BHATIA, Dy. Secy.

विद्युत मंत्रालय

नई दिल्ली, 26 अप्रैल, 2002

का.आ. 1472.—केन्द्रीय सरकार, ऊर्जा संरक्षण अधिनियम, 2001 (2001 का 52) की धारा 4 की उपधारा (1) और उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, ऊर्जा कार्य कुशलता ब्यूरो की शासी परिषद् स्थापित करती है और उक्त ब्यूरो की शासी परिषद में निम्नलिखित सदस्यों को नियुक्त करती है अर्थात् —

धारा 4 की उपधारा (1) के खंड (क) से (ड) तक के अधीन नियुक्त व्यक्ति :—

1	विद्युत मंत्री	पदेन अध्यक्ष
2	सचिव, भारत सरकार विद्युत मंत्रालय, नई दिल्ली	पदेन सदस्य
3	सचिव, भारत सरकार, पेट्रोलियम और प्राकृतिक गैस मंत्रालय, नई दिल्ली	पदेन सदस्य
4	सचिव, भारत सरकार, कोयला मंत्रालय, नई दिल्ली	पदेन सदस्य
5	सचिव भारत सरकार, गैर पारंपरिक ऊर्जा स्रोत मंत्रालय, नई दिल्ली	पदेन सदस्य

6 सचिव, भारत सरकार, परमाणु ऊर्जा विभाग, नई दिल्ली	पदेन सदस्य	
7. सचिव, भारत सरकार, उपभोक्ता मामले विभाग नई दिल्ली	पदेन सदस्य	
8. अध्यक्ष, केन्द्रीय विद्युत प्राधिकरण, नई दिल्ली	पदेन सदस्य	
9. महानिदेशक, केन्द्रीय विद्युत अनुसंधान संस्थान, नई दिल्ली	पदेन सदस्य	
10 कार्यपालक निदेशक, पेट्रोलियम कंजरवेशन रिसर्च एसोसिएशन, नई दिल्ली	पदेन सदस्य	
11. अध्यक्ष, एवं प्रबंध निदेशक, सेंट्रल माइन प्लानिंग एंड डिजाइन इंस्टीट्यूट लिमिटेड, रांची	पदेन सदस्य	
12 महानिदेशक, भारतीय मानक ब्यूरो, नई दिल्ली	पदेन सदस्य	
13 महानिदेशक, राष्ट्रीय परीक्षण गृह प्रदाय विभाग, वाणिज्य और उद्योग मंत्रालय, कोलकाता	पदेन सदस्य	
14 प्रबंध निदेशक, इंडियन रिन्यूएबल एनर्जी डेवलपमेंट एजेंसी लिमिटेड, नई दिल्ली	पदेन सदस्य	

धारा 4 की उपधारा (2) के खंड (ण) के अधीन नियुक्त व्यक्ति

15 अध्यक्ष, उत्तर-पूर्व क्षेत्रीय विद्युत बोर्ड	उत्तरी पूर्वी क्षेत्र के राज्यों का प्रतिनिधित्व करने के लिए	सदस्य
16. अध्यक्ष, पूर्वी क्षेत्रीय विद्युत बोर्ड	पूर्वी क्षेत्र के राज्यों का प्रतिनिधित्व करने के लिए	सदस्य
17 अध्यक्ष, उत्तरी क्षेत्रीय विद्युत बोर्ड	उत्तरी क्षेत्र के राज्यों का प्रतिनिधित्व करने के लिए	सदस्य
18. अध्यक्ष, पश्चिमी क्षेत्रीय विद्युत बोर्ड	पश्चिमी क्षेत्र के राज्यों का प्रतिनिधित्व करने के लिए	सदस्य
19. अध्यक्ष, दक्षिणी क्षेत्रीय विद्युत बोर्ड	दक्षिणी क्षेत्र के राज्यों का प्रतिनिधित्व करने के लिए	सदस्य

धारा 4 की उपधारा (2) के खंड (ज) के अधीन उस तारीख से जिसको वे पदग्रहण करते है, तीन वर्ष की अवधि के लिए नियुक्त व्यक्ति

20. श्री तरुण दास, महानिदेशक, कनफेडरेशन आफ इंडियन इंडस्ट्रीज, नई दिल्ली	उद्योग का प्रतिनिधित्व करने के लिए	सदस्य
21 श्री सुनील परेश मोरे, महासचिव, इंडियन इलैक्ट्रीकल एंड इलेक्ट्रानिक्स मैन्युफैक्चरर एसोसिएशन, मुम्बई।	उपस्कर और साधित्रों के विनिर्माताओं का प्रतिनिधित्व करने के लिए	सदस्य
22 श्री शशि प्रभु 12-ए, अमेयानन्द, काशीनाथ, धुरु रोड मुम्बई।	वास्तुविदों का प्रतिनिधित्व करने के लिए	सदस्य
23. श्री आशीष कुलकर्णी बिल्डिंग 64/1496 एम. आई. जी. कालोनी आदर्श नगर, मुम्बई।	उपभोक्ताओं का प्रतिनिधित्व करने के लिए	सदस्य

धारा 4 की उपधारा (2) के खंड (T) के अधीन उस तारीख से जिसको वे पद ग्रहण करते है, तीन वर्ष की अवधि के लिए नियुक्त व्यक्ति :—

24.

25.

धारा 4 की उपधारा (2) के खंड (घ) के अधीन नियुक्त व्यक्ति :—

26. महानिदेशक ब्यूरो पदेन सदस्य सचिव।

[फा. सं. 13/2/2001-ई एम]

एस. एस. तलवार, उप सचिव

MINISTRY OF POWER

New Delhi, the 26th April, 2002

S.O. 1472.—In exercise of the powers conferred by sub-sections (1) and (2) of Section 4 of the Energy Conservation Act, 2001 (52 of 2001), the Central Government hereby establihes the Governing Council of the Bureau of Energy Efficiency and appoints the following Members of the Governing Council of the said Bureau, namely :—

Appointed under clauses (a) to (n) of sub-section (2) of Section 4 :—

1.	The Minister of Power	Ex-officio Chairperson
2.	The Secretary to the Government of India, Ministry of Power, New Delhi	Ex-officio member
3.	The Secretary to the Government of India, Ministry of Petroleum and Natural Gas, New Delhi.	Ex-officio member
4.	The Secretary to the Government of India, Ministry of Coal, New Delhi	Ex-officio member
5.	The Secretary to the Government of India, Ministry of Non-Conventional Energy Sources, New Delhi.	Ex-officio member
6.	The Secretary to the Government of India, Department of Atomic Energy, New Delhi.	Ex-officio member
7.	The Secretary to the Government of India, Department of Consumer Affairs, New Delhi.	Ex-officio member
8.	The Chairman, Central Electricity Authority, New Delhi	Ex-officio member
9.	The Director General, Central Power Research Institute, New Delhi	Ex-officio member
10.	Executive Director, Petroleum Conservation Research Association, New Delhi	Ex-officio member
11.	Chairman-cum-Managing Director, Central Mine Planning and Design Institute Limited, Ranchi.	Ex-officio member
12.	Director-General, Bureau of Indian Standards, New Delhi	Ex-officio member
13.	Director-General, National Test House, Department of Supply, Ministry of Commerce and Industry, Kolkata.	Ex-officio member
14.	Managing Director, Indian Renewable Energy Development Agency Limited, New Delhi.	Ex-officio member

Appointed under clause (o) of sub-section (2) of Section 4 :

15.	The Chairman, North-Eastern Regional Electricity Board.	Representing states of North-Eastern region.	Member
16.	The Chairman, Eastern Regional Electricity Board.	Representing states of Eastern region.	Member
17.	The Chairman, North Regional Electricity Board.	Representing states of Northern region.	Member
18.	The Chairman, Western Regional Electricity Board.	Representing states of Western region.	Member
19.	The Chairman, Southern Regional Electricity Board.	Representing states of Southern region.	Member

Appointed under clause (p) of sub-section (2) of Section 4 for a period of three years with effect from the date they enter upon the office :

20.	Shri Tarun Das, Director-General, Confederation of Indian Industries, New Delhi.	Representing Industry	Member
21.	Shri Sunil Paresh More, Secretary General, Indian Electrical and Electronics Manufacturers' Association, Mumbai.	Representing Equipment and Appliances Manufacturers.	Member
22.	Shri Shashi Prabhu, 12-A, Ameyanand, Kashinath Dhuru Road, Mumbai.	Representing Architects	Member
23.	Shri Ashish Kulkarni, Building 64/1496, MIG Colony, Adarsha Nagar, Worli, Mumbai.	Representing Consumers	Member

Appointed under clause (q) of sub-section (2) of Section 4 for a period of three years from the date they enter upon the office :

24.

25.

Appointed under clause (r) of sub-section (2) of Section 4 :

26. Director-General of Bureau — Ex-officio member Secretary

[File No. 13/2/2001-EM]

S. S. TALWAR, Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 17 अप्रैल, 2002

का. आ. 1473.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में दहेज-वेमार-विजयपुर पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहनके लिए गैस अथॉरिटी ऑफ इण्डिया लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रति साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, दर्पण बिल्डिंग, आर.सी. दत्त रोड, अल्कापुरी, वड़ोदरा - 390 005 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गॉंव	सर्वे न०	आर.ओ.यू के लिए अर्जित क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
पंचमहाल	हालोल	(77) इंटवाडी	208 1	0-00-10
			62 1	0-02-89
			62 2	0-23-80
			62 3	0-19-68
			62 4	0-02-28
			63	0-13-13
			64	0-26-69
			72 3	0-02-07
			72 1	0-37-44
			72/2/1	0-44-58
			70 3	0-12-81
			69 2	0-41-25
			कुल	02-26-72

[फा स एल 14014/19/02-जी पी (भाग-I)]

स्वामी सिंह, निदेशक

1295 GI/2002-4

Ministry of Petroleum and Natural Gas.

New Delhi, the 17th April, 2002

S. O. 1473.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Dahej – Vemar – Vijaipur pipeline project in t... ... of Gujarat, a pipeline should be laid by the Gas Authority of India Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, Darpan Building, 1st floor, R.C. Dutt Road, Alkapuri, Vadodara - 390 005 (Gujarat).

SCHEDULE

Distt.	Tehsil	Village	Survey No.	Land to be acquired for ROU in Hectares.
1	2	3	4	5
Panchmahal	Halol	(77)	208/1	0-00-10
		Itwadi	62/1	0-02-89
			62/2	0-23-80
			62/3	0-19-68
			62/4	0-02-28
			63	0-13-13
			64	0-26-69
			72/3	0-02-07
			72/1	0-37-44
			72/2/1	0-44-58
			70/3	0-12-81
			69/2	0-41-25
			Total	02-26-72

[No. L-14014/19/02-G.P. (Part-I)]

SWAMI SINGH, Director

नई दिल्ली, 29 अप्रैल, 2002

का. आ. 1474.— .... केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं० का० आ० 1245(अ) तारीख 20 दिसम्बर, 2001 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, गैस अथॉरिटी ऑफ इंडिया लिमिटेड द्वारा गुजरात राज्य में अम्बोली टॉप से हरियाणा शीट ग्लास पाइपलाइन तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को 27 दिसम्बर, 2001 को उपलब्ध करा दी गई थी;

और उक्त पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकरी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लगमों से मुक्त, पाइपलाइन बिछाने का प्रस्ताव करने वाली गैस अथॉरिटी ऑफ इंडिया लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार इस प्रकार अधिरोपित निबंधनों और शर्तो के अधीन रहते हुए, गैस अथॉरिटी ऑफ इंडिया लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	ग्राम	सर्वे नंबर/ ब्लोक नंबर	उ.का.अ. के लिए अर्जित की जाने वाली भुमि (हैक्टेयर में)
1	2	3	4	5
			317	0-23-33
भरुच	अंकलेश्वर	जिताली	316	0-14-51
			329	0-00-85
			314	0-12-82
			313	0-19-80
			302	0-03-38
			303	0-33-23
			305	0-10-91
			304	0-04-69
			264	0-39-94
			263	0-03-57
			267	0-15-94
			254	0-11-33
			269	0-12-53
			271	0-11-07
			270	0-06-08
			236	0-08-18
			235	0-06-60
			190	0-17-14
			183	0-09-30
			182	0-12-23
			181	0-21-08
			194	0-11-30
			193	0-04-00

जिला	तहसील	ग्राम	सर्वे नंबर/ ब्लोक नंबर	उ.का.अ. के लिए अर्जित की जाने वाली भुमि (हैक्टेयर में)
1	2	3	4	5
भरुच	अंकलेश्वर	2' ओसमडों	162	0-23-25
			183	0-11-85
			रोड	0-07-20
			166	0-09-21
			167	0-07-89
			162/अ,ब	0-04-27
			नाला	0-04-35
			131	0-09-82
			132	0-13-80
			134	0-13-30
			125	0-27-00
			124	0-11-55
			95	0-10-05
			96	0-11-62
			97	0-09-75
			कारट्रेक	0-04-72
			790	0-05-25
			795	0-12-40
			798	0-06-56
		:1: जितालो	840	0-12-68
			856	0-06-30
			88	0-15-06
			852	0-04-78
			रोड	0-06-50
			जिआडीती	0-11-26
			कुल	03-70-39
		:2: कोसम्डी	382	0-01-44
			381	0-10-98
			344	0-16-69

जिला	तहसील	ग्राम	सर्वे नंबर/ ब्लोक नंबर	उ.का.अ. के लिए अर्जित की जाने वाली भुमि (हैक्टेयर में)
1	2	3	4	5
भरुच	अंकलेस्वर	2 बोसमडी	343	0-25-20
			342	0-17-91
			341	0-21-67
			340	0-29-42
			338	0-00-98
			353	0-33-44
			354	0-05-30
			355	0-13-50
			357	0-35-70
			209/पैकी	0-03-25
			268	0-18-10
			रोड	0-03-30
			207	0-35-02
			वाडी	0-02-85
			178	0-21-56
			कार्ट्रैक	0-02-85
			179	0-61-59
			181	0-2[illegible]-82
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	[illegible]
			[illegible]	07-62-89

[फा स एल 14014 23 02 जी पी]

स्वामी सिह निदेशक

New Delhi, the 29th April, 2002

S. O. 1474.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 1245(E), dated the 20th December, 2001, issued under sub -section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas from Amboli Top to Haryana Sheet Glass in the State of Gujarat by the Gas Authority of India Limited;

And whereas copies of the said Gazette notification were made available to the public on the 27th December, 2001;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of the declaration, in the Gas Authority of India Limited proposing to lay the pipeline and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the Gas Authority of India, free from all encumbrances.

SCHEDULE

Dist	Tehsil	Village	Survey/No Block No	Land to be acquired for R.O.U.in Hectares.
1	2	3	4	5
Bharuch	Ankleshwar	Jitali	317	0-23-33
			316	0-14-51
			329	0-00-85
			314	0-12-82
			313	0-19-80
			302	0-03-38
			303	0-33-23
			305	0-10-91
			304	0-04-69
			264	0-39-94
			263	0-03-57
			267	0-15-94
			254	0-11-33
			269	0-12-53
			271	0-11-07
			270	0-06-08
			236	0-08-18
			235	0-06-60
			190	0-17-14
			183	0-09-30
			182	0-12-23
			181	0-21-08
			194	0-11-30
			193	0-04-00
			840	0-12-68
			856	0-06-30
			88	0-15-06
			852	0-04-78
			Road	0-06-50
			GIDC	0-11-26
			Total:-	03-70-39

1	2	3	4	5
Bharuch	Ankleshwar	(2)Kosamdi	382	0-01-44
			381	0-10-98
			344	0-16-69
			343	0-25-20
			342	0-17-91
			341	0-21-67
			340	0-29-42
			338	0-00-90
			353	0-33-44
			354	0-05-30
			355	0-13-50
			357	0-35-70
			269/P	0-03-25
			268	0-18-16
			Road	0-03-30
			267	0-35-02
			Khadi	0-02-85
			178	0-21-56
			Cart-track	0-02-85
			179	0-61-59
			181	0-27-82
			182	0-20-25
			183	0-11-85
			Road	0-07-20
			166	0-09-21
			167	0-07-89
			162/A ,B	0-04-27
			ala	0-04-35
			131	0-99-32
			132	0-13-80
			134	0-13-30
			125	0-27-00
			124	0-11-55
			95	0-10-05

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Distt.	Tehsil	Village	Survey No.	Land to be acquired for ROU in Hectares.
1	2	3	4	5
Bharuch	Ankleshwar	(2)Kosamdi	96	0-11-62
			97	0-09-75
			Cart-track	0-04-72
			796	0-05-25
			795	0-12-40
			798	0-00-56
			752	0-21-37
			732	0-09-30
			751	0-18-45
			Cart-track	0-02-10
			735	0-16-43
			736	0-15-23
			739	0-34-24
			738	0-00-45
			742	0-01-02
			740	0-13-26
			697	0-27-93
			696	0-19-72
			Total	07-62-89

[No L 14014/23/02-G P]
SWAMI SINGH, Director

नई दिल्ली, 29 अप्रैल, 2002

का. आ. 1475.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में दहेज-वेमार-विजयपुर पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इण्डिया लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रति साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, दर्पण बिल्डिंग, आर.सी. दत्त रोड, अल्कापुरी, वड़ोदरा - 390 005 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तालुका	गांव	सर्वे नं.	क्षेत्रफल हेक्टेयर में
गांधीनगर	[illegible]	[illegible]	40	00-29-20
			कुल	00-29-20
		[illegible]	80	01-78-72
			81	00-00-40
			कुल	01-79-12
		[illegible]	203	00-68-42
			204	00-14-63
			[illegible]	00-08-26
			[illegible]	00-12-51
			208	00-09-31
			कुल	**01-13-13**
		[illegible]	7	01-62-32
			कुल	**01-62-32**
		[illegible]	678	00-10-81
			[illegible]	00-06-18
			कुल	**00-16-99**
	कलोल	कारोली	330	12-28-78
			कुल	**12-28-78**

[फा. सं. एल-14014/19/02-जी.पी.]
स्वामी सिंह, निदेशक

New Delhi, the 29th April, 2002

S. O. 1475.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Dahej – Vemar - Vijaipur pipeline project in the State of Gujarat, a pipeline should be laid by the Gas Authority of India Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, GAIL, Darpan Building, R.C. Dutt Road, Alkapuri, Vadodara – 390 005 (Gujarat)

Schedule

District	Tehsil	Village	Survey No.	Area in Hectare
Panchmahal	Halol	Tajpura	40	00-29-20
			Total	00-29-20
		Panelav	80	01-78-72
			81	00-00-40
			Total	01-79-12
		Gopipura	203	00-68-42
			204	00-14-63
			Nala	00-08-26
			Road	00-12-51
			208	00-09-31
			Total	**01-13-13**
		Nurpura	7	01-62-32
			Total	**01-62-32**
		Tarkhanda	678	00-10-81
			Nala	00-06-18
			Total	**00-16-99**
	Kalol	Karoli	330	12-28-78
			Total	**12-28-78**

[No L 14014/19/02-G P]
SWAMI SINGH, Director

नई दिल्ली, 29 अप्रैल, 2002

का. आ. 1476.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में दहेज-वेमार-विजयपुर पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इण्डिया लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रति साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, दर्पण बिल्डिंग, आर.सी. दत्त रोड, अल्कापुरी, वडोदरा - 390 005 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गॉंव	सर्वे न०	(क्षेत्रफल हक्टेयर में)
[illegible]	[illegible]	[illegible]	92	00-52-00
			[illegible]	00-06-96
			कुल	**00-58-96**
		[illegible]	590	00-33-12
			699	11-56-05
			कुल	**11-89-17**
		[illegible]	114	00-29-45
			234	00-21-60
			233	00-13-04
			317	00-16-68
			294	00-28-49
			126	01-66-72
			115	00-06-75
			316	00-34-25
			315	00-00-40
			120	00-41-97
			121	00-24-09
			122	00-47-17
			318	00-00-93
			127	02-23-19

1	2	3	4	5
दाहोद	घोघम्बा	रिछवानी (जारी)	134	01-22-55
			कोतर	00-90-11
			148	00-10-52
			147	00-33-29
			146	00-03-00
			कुल	**09-14-20**
दाहोद	देवगढ़ बारिया	गोलभ	872	00-63-77
			871	00-44-72
			80/1	02-52-88
			870	00-26-23
			100	00-03-32
			101	00-04-27
			144	00-52-45
			134	00-00-40
			143	00-54-08
			कुल	**05-02-12**
दाहोद	देवगढ़ बारिया	कोयद	27	01-04-71
			कुल	**01-04-71**
दाहोद	देवगढ़ बारिया	डनगारिया	206/अ	01-89-15
			231	00-36-71
			229	00-45-37
			208	00-13-35
			228	00-22-72
			कुल	**03-07-30**
दाहोद	देवगढ़ बारिया	देवगढ़	445	00-41-80
			कुल	**00-41-80**
दाहोद	देवगढ़ बारिया	रूवाबरी	376/1	01-97-93
			202	00-27-12
			236/ब	00-25-13
			235	00-20-21
			233	00-11-97
			232	00-38-33
			229	00-40-41
			227	00-61-19
			228	00-08-26
			225/1	00-17-07
			225/2	00-07-40
			226	00-13-32
			225/4	00-26-97
			225/5	00-17-74

1	2	3	4	5
दाहोद	देवगढ बारिया	रूवाबरी (जारी)	224/5	00-08-90
			224/4	00-16-49
			224/1	00-12-22
			224/2	00-09-50
			224/3	00-20-32
			223	00-33-86
			220	00-16-20
			374	00-40-67
			कुल	**06-71-21**
दाहोद	लिमखेडा	बार	8	01-78-46
			कुल	**01-78-46**
दाहोद	लिमखेडा	अमबा	145	00-13-89
			81	01-52-32
			117	00-32-06
			143	00-41-03
			144	00-00-52
			137	00-18-59
			136	00-33-90
			135	00-30-59
			82	00-66-14
			83	00-58-22
			62	00-57-63
			61	00-46-36
			कुल	**05-51-25**
दाहोद	लिमखेडा	पटवन	64	00-94-32
			कुल	**00-94-32**
दाहोद	लिमखेडा	घुटिया	38	01-54-65
			30	00-39-21
			29	00-20-29
			कच्चा रास्ता	00-02-78
			कुल	**02-16-93**
दाहोद	लिमखेडा	काथोलिया	39	00-70-65
			38	00-45-73
			कुल	**01-16-38**
दाहोद	लिमखेडा	जदाखेडिया	92/पि	01-07-82
			154	00-32-69
			151	00-47-56
			150	00-41-60
			कुल	**02-29-67**
दाहोद	दाहोद	मटवा	रास्ता	00-10-10

1	2	3	4	5
दाहोद	दाहोद	मटवा (जारी)	201	00-33-66
			200/अ	01-05-58
			210/ब	00-13-50
			123	00-32-09
			122	00-07-17
			52	02-59-20
			51	00-33-53
			कुल	**04-94-83**
दाहोद	दाहोद	बवाका	180/2	00-18-00
			180/3	00-14-85
			180/4	00-13-50
			180/5	00-12-55
			184	00-36-32
			358	02-95-89
			कुल	**03-91-11**
दाहोद	दाहोद	गाडोई	139/5	00-46-56
			नाला	00-00-48
			139/1	02-18-15
			136	00-26-74
			135	00-56-64
			131	00-24-81
			98	00-51-95
			कुल	**04-25-33**
दाहोद	दाहोद	नागरला	144	00-53-73
			कुल	**00-53-73**
दाहोद	दाहोद	मुटोडी	98	00-88-62
			97	01-28-41
			90	01-08-57
			रास्ता	00-11-68
			91	00-95-46
			96	01-18-66
			कुल	**05-51-40**

[फा. सं. एल. 14014/19/02-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 29th April, 2002

S. O. 1476.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Dahej – Vemar - Vijaipur pipeline project in the State of Gujarat, a pipeline should be laid by the Gas Authority of India Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, GAIL, Darpan Building, R.C. Dutt Road, Alkapuri, Vadodara – 390 005 (Gujarat)

Schedule

District	Tehsil	Village	Survey No.	Area in Hectare
DAHOD	GHOGHAMBA	SHERPURA	92	00-52-00
			Kotar	00-06-96
				00-58-96
		SIMALIYA	590	00-33-12
			699	11-56-05
				11-89-17
		RICHHWANI	114	00-29-45
			234	00-21-60
			233	00-13-04
			317	00-16-68
			294	00-28-49
			126	01-66-72
			115	00-06-75
			316	00-34-25
			315	00-00-40
			120	00-41-97
			121	00-24-09
			122	00-47-17
			318	00-00-93
			127	02-23-19

1	2	3	4	5
DAHOD	GHOGHAMBA	RICHHWANI (Contd)	134	01-22-55
			Kotar	00-90-11
			148	00-10-52
			147	00-33-29
			146	00-03-00
			TOTAL	**09-14-20**
DAHOD	DEOGAD BARIYA	GOLAV	872	00-63-77
			871	00-44-72
			80/1	02-52-88
			870	00-26-23
			100	00-03-32
			101	00-04-27
			144	00-52-45
			134	00-00-40
			143	00-54-08
			TOTAL	**05-02-12**
DAHOD	DEOGAD BARIYA	KOYADA	27	01-04-71
			TOTAL	**01-04-71**
DAHOD	DEOGAD BARIYA	DANGARIYA	206/A	01-89-15
			231	00-36-71
			229	00-45-37
			208	00-13-35
			228	00-22-72
			TOTAL	**03-07-30**
DAHOD	DEOGAD BARIYA	DEVGAD	445	00-41-80
			TOTAL	**00-41-80**
DAHOD	DEOGAD BARIYA	ROOVABARI	376/1	01-97-93
			202	00-27-12
			236/B	00-25-13
			235	00-20-21
			233	00-11-97
			232	00-38-33
			229	00-40-41
			227	00-61-19
			228	00-08-26
			225/1	00-17-07
			225/2	00-07-40
			226	00-13-32
			225/4	00-26-97
			225/5	00-17-74

1	2	3	4	5
DAHOD	DEOGAD BARIYA	ROOVABARI (Contd)	224/5	00-08-90
			224/4	00-16-49
			224/1	00-12-22
			224/2	00-09-50
			224/3	00-20-32
			223	00-33-86
			220	00-16-20
			374	00-40-67
			TOTAL	**06-71-21**
DAHOD	LIMKHEDA	BAAR	8	01-78-46
			TOTAL	**01-78-46**
DAHOD	LIMKHEDA	AMBA	145	00-13-89
			81	01-52-32
			117	00-32-06
			143	00-41-03
			144	00-00-52
			137	00-18-59
			136	00-33-90
			135	00-30-59
			82	00-66-14
			83	00-58-22
			62	00-57-63
			61	00-46-36
			TOTAL	**05-51-25**
DAHOD	LIMKHEDA	PATVAN	64	00-94-32
			TOTAL	**00-94-32**
DAHOD	LIMKHEDA	GHUTIYA	38	01-54-65
			30	00-39-21
			29	00-20-29
			Cart track	00-02-78
			TOTAL	**02-16-93**
DAHOD	LIMKHEDA	KATHOLIYA	39	00-70-65
			38	00-45-73
			TOTAL	**01-16-38**
DAHOD	LIMKHEDA	JADAKHERIYA	92/P	01-07-82
			154	00-32-69
			151	00-47-56
			150	00-41-60
			TOTAL	**02-29-67**
DAHOD	DAHOD	MATVA	Road	00-10-10

1	2	3	4	5
[illegible]	[illegible]	MATVA [illegible]	201	00-33-66
			200/A	01-05-58
			210/B	00-13-50
			123	00-32-09
			122	00-07-17
			52	02-59-20
			51	00-33-53
			TOTAL	**04-94-83**
DAHOD	DAHOD	BAVAKA	180/2	00-18-00
			180/3	00-14-85
			180/4	00-13-50
			180/5	00-12-55
			184	00-36-32
			358	02-95-89
			TOTAL	**03-91-11**
DAHOD	DAHOD	GADOI	139/5	00-46-56
			Nala	00-00-48
			139/1	02-18-15
			136	00-26-74
			135	00-56-64
			131	00-24-81
			98	00-51-95
			TOTAL	**04-25-33**
DAHOD	DAHOD	NAGRALA	144	00-53-73
			TOTAL	**00-53-73**
DAHOD	DAHOD	BHUTODI	98	00-88-62
			97	01-28-41
			90	01-08-57
			Road	00-11-68
			91	00-95-46
			96	01-18-66
			TOTAL	**05-51-40**

[No L 14014/19/02-G P]
SWAMI SINGH, Director

नई दिल्ली, 29 अप्रैल, 2002

का. आ. 1477.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश राज्य में दहेज-वेमार-विजयपुर पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इण्डिया लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रति साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, गेल कम्पलैक्स, जिला-गुना, विजयपुर - 473 112 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला: शाजापुर **राज्य: मध्यप्रदेश**

तहसील	गाँव	सर्वे नं०	आर.ओ.यू के लिए अर्जित क्षेत्रफल (हेक्टेयर में)
मोहन बडोदिया	अरोल्या	197	0.01
		165	0.01
		184	0.01
		76	0.15
		74	0.11
		53	0.04
		50	0.02
		61	0.01
		59	0.04
		58	0.04
		57	0.06
		56	0.03
		55	0.05
		44	0.03
		कुल	**0.61**
	मोहना	1625/1	0.02
		1627 पी	0.01
		1400	0.01
		कुल	**0.04**
	बरनावद	947	0.01
		107	0.02
		181/1	0.01
		178	0.01
		176	0.01
		303/2/2	0.01
		358	0.02
		कुल	**0.09**
	गोविन्दा	153	0.01
		164	0.01
		364	0.01
		397	0.11
		कुल	**0.14**
	बडोदी	320	0.02
		322	0.01
		921	0.05
		कुल	**0.08**
	सागडिया	504	0.02
		कुल	**0.02**
	डोकरगॉव	748	0.02
		कुल	**0.02**

तहसील	गाँव	सर्वे नं०	आर.ओ.यू के लिए अर्जित क्षेत्रफल (हेक्टेयर में)
आगर	चाचाखेड़ी	379	0.02
		कुल	0.02
		339	0.12
		219	0.11
	सुतड़ा	220	0.02
		217	0.09
		216	0.0[illegible]
		223	0.12
		224	0.07
		236	0.10
		कुल	0.66
		8	0.02
		7	0.02
		78	0.09
नलखेड़ा	गुजारिया	72	0.08
		74	0.18
		75	0.04
		76	0.27
		77	0.04
		65	0.02
		66	0.30
		86	0.32
		कुल	1.38
	टिकोन	1298	0.02
		1630	0.01
		कुल	0.03

[फा स एल 14014/19/02-जी पी (भाग-III)]
स्वामी सिंह, निदेशक

New Delhi, the 29th April, 2002

S. O. 1477.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Dahej – Vemar - Vijaipur pipeline project in the State of Madhya Pradesh, a pipeline should be laid by the Gas Authority of India Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, GAIL, Complex, Distt. Guna, Vijaipur – 473 112.

Schedule

Distt. - Shajapur (M.P.) **State : Madhya Pradesh**

Tehsil	Village	Survey No.	Land to be acquired for ROU in Hect.
Mohan Badodiya	Aroliya	197	0.01
		165	0.01
		184	0.01
		76	0.15
		74	0.11
		53	0.04
		60	0.02
		61	0.01
		59	0.04
		58	0.04
		57	0.06
		56	0.03
		55	0.05
		44	0.03
		Total	**0.61**
	Mohana	1625/1	0.02
		1627 P	0.01
		1400	0.01
		Total	**0.04**
	Barnawad	947	0.01
		107	0.02
		181/1	0.01
		178	0.01
		170	0.01
		303/2/2	0.01
		358	0.02
		Total	**0.09**
	Govinda	153	0.01
		164	0.01
		364	0.01
		397	0.11
		Total	**0.14**

Dist. - Shajapur (M.P.)

Tehsil	Village	Survey No.	Land to be acquired for ROU in Hect.
Mohan Badodiya	Badodi	320	0.02
		322	0.01
		921	0.05
		Total	**0.08**
	Sagadiya	504	0.02
		Total	**0.02**
	Dokar Gaon	748	0.02
		Total	**0.02**
Agar	Chachakhedi	379	0.02
		Total	**0.02**
	Sutda	339	0.12
		219	0.11
		220	0.02
		217	0.09
		216	0.03
		223	0.12
		224	0.07
		236	0.10
		Total	**0.66**
Nalkheda	Gunjariya	8	0.02
		7	0.02
		78	0.09
		72	0.08
		74	0.18
		75	0.04
		76	0.27
		77	0.04
		65	0.02
		66	0.30
		86	0.32
		Total	**1.38**
	Tikon	1298	0.02
		1630	0.01
		Total	**0.03**

[No L 14014/19/02-G P (Part-III)]
SWAMI SINGH, Director

नई दिल्ली, 29 अप्रैल, 2002

का. आ. 1478.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश राज्य में दहेज-वेमार-विजयपुर पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इण्डिया लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रति साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, गेल कम्पलैक्स, जिला-गुना, विजयपुर - 473 112 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला: राजगढ़ **राज्य: मध्यप्रदेश**

तहसील	गाँव	सर्वे न०	आर.ओ.यू के लिए अर्जित क्षेत्रफल (हेक्टेयर में)
सारंगपुर	बरखेड़ीखुर्रम	386	0.03
		276	0.06
		420 4	0.04
		420 5	0.06
		कुल	**0.19**
	खजूरिया	1	0.25
		9	0.09
		8	0.40
		कुल	**0.74**
	सामरगीवाद्या	576	0.04
		कुल	**0.04**
	निपानिया तल्ला	803	0.08
		817	0.06
		कुल	**0.14**
	[illegible]	42 1	0.01
		11 1	0.01
		36	0.01
		कुल	**0.03**
	[illegible]	274	0.01
		61 1	0.01
		कुल	**0.02**
	[illegible]	680 1 2	0.01
		कुल	**0.01**
	[illegible]	14	0.01
		कुल	**0.01**
		776 1204	0.01
[illegible]	चारखा	786	0.05
		847	0.01
		871	0.01
		कुल	**0.08**
	[illegible]	270	0.01
		31	0.07
		49	0.01
		कुल	**0.09**
	[illegible]	374	0.01
		कुल	**0.01**
	[illegible]	346	0.01
		कुल	**0.01**

तहसील	गाँव	सर्वे नं०	आर.ओ.यू के लिए अर्जित क्षेत्रफल (हेक्टेयर में)
राजगढ़	गारखुपुरा	241	0.01
		263	0.09
		277	0.02
		611	0.01
		कुल	0.13
	वल्पानी	626	0.01
		642	0.16
		कुल	0.17

[फा. स एल 14014/19/02-जी पी (भाग-IV)]

स्वामी सिंह, निदेशक

New Delhi, the 29th April, 2002

S. O. 1478.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Dahej – Vemar - Vijaipur pipeline project in the State of Madhya Pradesh, a pipeline should be laid by the Gas Authority of India Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, GAIL, Complex, Distt. Guna, Vijaipur – 473 112.

SCHEDULE

Distt. - Rajgarh **State : Madhya Pradesh**

Tehsil	Village	Survey No.	Land to be acquired for ROU in Hect.
Sarangpur	Barkhedi Khuram	386	0.03
		276	0.06
		420/4	0 04
		420/5	0.06
		Total	**.0.19**
	Khajuriya Ghata	1	0.25
		9	0.09
		8	0.40
		Total	**0.74**
	Samagi Ghata	576	0.04
		Total	**0.04**
	Nipaniya Tula	803	0 08
		817	0.06
		Total	**0.14**
	Dayakhedi	42/1	0 01
		11/1	0.01
		36	0.01
		Total	**0.03**
	Bhayana	274	0.01
		61/1	0.01
		Total	**0.02**
	Semliloda	680/1/2	0.01
		Total	**0.01**
	Ghata Khedi	14	0.01
		Total	**0.01**
Rajgarh	Chosla	776/1204	0.01
		786	0.05
		847	0.01
		871	0.01
		Total	**0.08**
	Tumadia Khedi	270	0.01
		31	0.07
		49	0.01
		Total	**0.09**
	Padlia Khedi	374	0.01
		Total	**0.01**
	Khajuri	346	0.01
		Total	**0.01**
	Gorkhapura	241	0.01
		263	0.09
		277	0.02
		611	0.01
		Total	**0.13**
	Kalponi	626	0.01
		642	0.16
		Total	**0.17**

[No L 14014/19/02-G.P. (Part-IV)]
SWAMI SINGH, Director

नई दिल्ली, 29 अप्रैल, 2002

का. आ. 1479.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक, मुन्द्रा–भटिंडा पाइपलाइन से होकर अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरू गोबिन्द सिंह रिफाईनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुंषगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथाप्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाने के अधिकार के अर्जन के सम्बन्ध में श्री डी. के. पारिख, सक्षम प्राधिकारी, मुन्द्रा–भटिंडा अपरिष्कृत तेल पाइपलाइन, गुरू गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), टपाल पेटी नं0 43, यूनिट–2, मु. पो. खारी, रोहर, गांधीधाम, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा ;

अनुसूची

तालुकाः- कांकरेज जिला :- बनासकांठा राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण कमांक	हिस्सा कमांक		क्षेत्रफल		
				हक्टर	आर	मन्टो आर
1	2	3		4		
माडला	222			0	94	49
	283	पैकी		0	31	87
	283	पैकी	कार्ट ट्रेक	0	01	10
	283	पैकी	कार्ट ट्रेक	0	01	10
	284			0	22	66
	279			0	30	91
	277/1			0	15	46
	277/2			0	19	35
	276	पैकी		0	37	92
	—		कार्ट ट्रेक	0	01	82
	359			0	32	35
	360			0	12	84
	358	पैकी		0	17	98
	385			0	06	53
	386	पैकी		0	23	50
	387	पैकी		0	14	86
	388	पैकी		0	61	02

1	2	3		4		
माडला (जारी)	388	पैकी	कार्ट ट्रैक	0	01	10
	408			0	01	19
	404			0	26	50
	405			0	21	74
	406	पैकी		0	19	62
	407			0	36	69
	402	पैकी		0	31	97
	401			0	35	78
	400			0	40	26
	399/2			0	34	66
	399/1	पैकी		0	29	70
	399/1	पैकी	कार्ट ट्रैक	0	01	72
जाखेल	—		कार्ट ट्रैक	0	00	12
	78/1	पैकी		0	02	06
	79/2			0	40	32
	79/1			0	31	56
	81			0	27	75
	83			0	01	20
	82			0	26	60
	85			0	09	75
शिरवाडा	222/1			0	07	36
	222/4			0	02	19
	222/3			0	02	90
	221/1	पैकी		0	11	81
	221/2			0	12	41
	220/1			0	00	88
	218/1			0	11	96
	218/2			0	08	50
	218/3			0	08	78
	217/1			0	14	46
	217/2			0	10	29
	216/1			0	10	64
	215/1			0	10	54
	215/2			0	13	17
	214	पैकी		0	23	07
	214	पैकी	कार्ट ट्रैक	0	00	30
	212	पैकी		0	11	19
	265	पैकी		0	53	25
	265	पैकी	कार्ट ट्रैक	0	16	76
	265	पैकी	कार्ट ट्रैक	0	01	10
	211	पैकी		0	20	06
	267/2			0	19	66
	266/2			0	01	06
	266/3			0	03	78
	268/1			0	02	16
	270/1			0	18	32
	270/2			0	07	85
	269/1	पैकी		0	19	48
	389	पैकी		0	42	84
	389	पैकी	कार्ट ट्रैक	0	01	10
	185			0	69	03
	394			0	14	72
	395/2			0	13	13

1	2	3		4		
शिरवाडा (जारी)	396	पैकी		0	13	07
	398/1	पैकी		0	19	39
	398/2			0	11	86
	399	पैकी		0	07	29
	553			0	22	23
	555			0	27	16
	556			0	03	55
	557/2			0	15	46
	557/1			0	12	56
	559			0	08	14
	—		कार्ट ट्रैक	0	01	89
	654/1			0	01	32
	652			0	33	00
	651			0	34	84
	650	पैकी		0	10	35
	649			0	35	73
चांगा	111			0	04	93
	112/2			0	19	46
	113			0	22	35
	—		कार्ट ट्रैक	0	01	45
	130	पैकी		0	56	05
	129			0	10	31
	128	पैकी		0	01	21
	146			0	40	85
	—		कार्ट ट्रैक	0	01	93
	207/2			0	02	71
	—		कार्ट ट्रैक	0	01	10
	206	पैकी		0	16	70
	205			0	18	34
	209			0	36	40
	—		कार्ट ट्रैक	0	00	90
	294	पैकी		0	01	63
	294	पैकी	कार्ट ट्रैक	0	00	55
	295	पैकी	कार्ट ट्रैक	0	00	55
	295			0	34	78
	310	पैकी		0	41	16
	315	पैकी		0	01	92
	312	पैकी		0	19	65
	314	पैकी		0	37	66
	314	पैकी	कार्ट ट्रैक	0	01	10
	313	पैकी		0	02	14
	322	पैकी		0	50	16
	323	पैकी		0	01	10
	330			0	03	08
	331			0	34	90
अधगाम	62	पैकी		0	29	32
	61	पैकी		0	21	37
	60/1	पैकी		0	28	30
	60/1	पैकी	कार्ट ट्रैक	0	02	09

1	2	3		4		
अधगाम	57/1	पैकी	कार्ट ट्रेक	0	01	86
(जारी)	57/1	पैकी		0	17	29
	58	पैकी		0	55	12
	111	पैकी		0	26	26
	113/1			0	22	02
	112/1			0	03	68
	114	पैकी		0	24	22
	114	पैकी	कार्ट ट्रेक	0	02	26
	131/1	पैकी		0	20	66
	126			0	19	69
	127			0	20	60
	124/2			0	17	15
	123			0	23	75
	—		कार्ट ट्रेक	0	01	52
	202/1	पैकी		0	15	08
	202/1	पैकी	कार्ट ट्रेक	0	01	10
	202/2			0	13	55
नाथपुरा	49			0	23	96
	48			0	15	03
	44/1			0	28	36
कुडवा	25			0	01	49
	134			0	19	04
	—		कार्ट ट्रेक	0	01	62
	20/1	पैकी		0	43	12
	20/1	पैकी	कार्ट ट्रेक	0	00	55
	16/3	पैकी	कार्ट ट्रेक	0	00	55
	16/3	पैकी		0	04	25
	—		कार्ट ट्रेक	0	02	40
विभानेसडा	—		कार्ट ट्रेक	0	01	86
	50			0	75	03
	48	पैकी		0	57	96
	46/1	पैकी		0	63	38
	46/1	पैकी	कार्ट ट्रेक	0	00	55
	45/2	पैकी		0	02	07
	45/2	पैकी	कार्ट ट्रेक	0	00	55
	44	पैकी	कार्ट ट्रेक	0	00	55
	44	पैकी		0	27	54
	—		कार्ट ट्रेक	0	03	05
	7/3	पैकी		0	24	74
	8	पैकी		0	15	08
	10	पैकी		0	13	01
	11/2			0	00	15
	9/1	पैकी		0	19	70
	12/2	पैकी		0	30	11
	12/2	पैकी	कार्ट ट्रेक	0	01	10
	12/1	पैकी		0	04	83
	—		कार्ट ट्रेक	0	02	15
	35/1			0	00	66
	34	पैकी		0	12	39
	33/1			0	19	01
	32/4			0	41	90
	31	पैकी		0	19	56

1	2	3		4		
इन्द्रमाणा	281			0	12	47
	345			0	02	96
	346			0	17	42
	—		कार्ट ट्रैक	0	01	95
	347	पैकी		0	31	34
	348	पैकी		0	39	30
	341			0	00	41
	350			0	42	45
	351	पैकी		0	45	85
	352			0	17	08
	362			0	14	52
	361			0	27	11
	354			0	29	98
	360	पैकी		0	25	09
	355	पैकी		0	32	08
	355	पैकी	कार्ट ट्रैक	0	01	10
	356			0	25	54
	357			0	37	83
राजपुर	141/4	पैकी	कार्ट ट्रैक	0	01	10
	141/4	पैकी		0	25	92
	141/4	पैकी	कार्ट ट्रैक	0	01	10
काकर	171			0	40	00
	172			0	31	02
	169			0	19	37
	—		कार्ट ट्रैक	0	01	77
	174			0	05	08
	175			0	34	94
	191			0	29	76
	176	पैकी		0	06	06
	190			0	34	01
	192			0	14	57
	193			0	06	74
	189			0	06	91
	188	पैकी		0	08	76
	188	पैकी	कार्ट ट्रैक	0	01	10
	187	पका	कार्ट ट्रैक	0	00	36
	187	पैकी		0	44	55
	179			0	14	12
	180	पैकी		0	12	48
	182			0	06	51
	183			0	40	34
	—		कार्ट ट्रैक	0	01	64
	161			0	00	18
	229	पैकी	कार्ट ट्रैक	0	00	22
	229	पैकी		0	76	74
	233			0	24	34
	244	पैकी		0	15	18
	265			0	12	87
	266			0	20	91
	267			0	19	02
	268	पैकी		0	07	82
	269	पैकी		0	37	77
	269	पैकी	कार्ट ट्रैक	0	01	85
	277			0	22	75

1	2	3		4		
	273	पैकी		0	03	04
	275			0	28	26
	276			0	19	90
	278	पैकी		0	44	05
	279	पैकी		0	45	75
	280/2			0	00	64
	280/1			0	13	65
नेकोइ	138	पैकी		0	23	64
	139			0	25	99
	—		कार्ट ट्रैक	0	01	80
	137			0	13	54
	136			0	16	57
	135/2			0	08	83
	135/1			0	05	36
	133	पैकी		0	22	51
	132			0	23	56
	131	पैकी		0	07	38
पादरडा	207	पैकी	कार्ट ट्रैक	0	01	10
	207	पैकी		0	07	85
	212			0	36	01
	211			0	15	16
	—		कार्ट ट्रैक	0	11	37
	213	पैकी		0	36	17
	213	पैकी	कार्ट ट्रैक	0	01	10
	217/1			0	13	42
	217/2			0	16	09
	218			0	06	89
	—		कार्ट ट्रैक	0	03	59
	264/2	पैकी		0	05	33
	264/1			0	05	25
	263			0	42	96
	261	पैकी		0	01	28
	260			0	34	44
	257/2	पैकी		0	36	55
	257/1			0	00	56
	258/1			0	02	23
	258/3			0	00	41
	258/2			0	16	59
	—		कार्ट ट्रैक	0	02	77
	256			0	10	59
	9	पैकी		0	00	51
	8			0	55	95
	7	पैकी		0	37	51
	7	पैकी	कार्ट ट्रैक	0	01	10
	33	पैकी		0	21	53
	33	पैकी	कार्ट ट्रैक	0	01	10
	36	पैकी		0	07	20
	27			0	00	40
	34			0	34	32
	35	पैकी		0	13	89
	35	पैकी	कार्ट ट्रैक	0	01	19
	31			0	15	42
	30	पैकी		0	43	25

1	2	3		4		
पादरडी (जारी)	30	पैकी	कार्ट ट्रैक	0	01	10
	45	पैकी		0	17	96
	46			0	10	25
	32			0	17	30
	47			0	23	98
	—		कार्ट ट्रैक	0	03	10
	48			0	02	07
	49	पैकी		0	41	12
चिमनगढ	196			0	31	86
	195/2			0	28	11
	193			0	32	45
	—		कार्ट ट्रैक	0	02	48
	192/3			0	18	81
	192/2			0	00	44
	190/3			0	16	20
	190/2			0	06	60
	190/1			0	06	50
	189/1			0	07	09
	191			0	12	67
	179/1	पैकी	कार्ट ट्रैक	0	01	10
	179/1	पैकी		0	35	36
	178/1			0	09	25
	178/2			0	05	87
	95	पैकी		0	03	70
	—		कार्ट ट्रैक	0	02	50
	113			0	25	83
	112	पैकी		0	06	44
	107	पैकी	कार्ट ट्रैक	0	01	10
	107	पैकी		0	15	05
	107	पैकी	कार्ट ट्रैक	0	01	55
	108/2	पैकी	कार्ट ट्रैक	0	00	76
	108/2	पैकी		0	15	08
	108/1	पैकी		0	59	16
	109			0	01	61
	103/1			0	67	50
	103/2	पैकी		0	21	78
	102			0	04	15
रतनगढ	102	पैकी		0	33	88
	103			0	12	96
	104			0	07	52
रवियाणा	19			0	20	56
	18	पैकी		0	07	65
	16/1			0	03	53
	17			0	21	33
	—		कार्ट ट्रैक	0	02	82
	28			0	20	71
	29	पैकी		0	15	17
	29	पैकी	कार्ट ट्रैक	0	01	10
	31	पैकी		0	59	54
	32			0	06	83
	33			0	08	64
	45			0	26	20
	44			0	19	64
	42			0	01	53
	56			0	51	25
	59	पैकी	कार्ट ट्रैक	0	01	80
	59	पैकी		0	37	93

1	2		3	4		
रवियाणा (जारी)	62	पैकी		0	19	09
	65	पैकी		0	15	02
	63			0	21	58
	64			0	05	70
	—		कार्ट ट्रैक	0	03	81
	90/1			0	21	81
	89	पैकी		0	15	33
	91			0	00	30
	86			0	15	42
	113			0	35	81
	115			0	10	01
	114			0	09	64
	116			0	32	34
	117			0	10	62
	121			0	26	28
खोडा	54			0	08	73
	52			0	21	72
	53			0	25	51
	59	पैकी		0	17	53
	60			0	27	36
	—		कार्ट ट्रैक	0	02	82
	44/4			0	05	65
	44/1			0	00	26
	44/2			0	04	25
	44/3			0	14	97
	41			0	30	27
	34/2			0	01	62
	34/1			0	06	51
	35			0	31	18
	36	पैकी		0	14	56
	33	पैकी		0	03	12
	32	पैकी	कार्ट ट्रैक	0	01	58
	32	पैकी		0	26	88
	32	पैकी	कार्ट ट्रैक	0	01	10
	31	पैकी		0	34	52
	30/2			0	06	43
	30/1			0	17	01
	29			0	27	75
खीमाणा	16			0	14	58
	—		कार्ट ट्रैक	0	04	90
	68	पैकी		0	38	47
	67			0	06	97
	66	पैकी		0	59	05
	76			0	31	25
	77	पैकी		0	21	05
	75			0	15	85
	98			0	31	06
	99/2	पैकी	कार्ट ट्रैक	0	01	10
	99/2	पैकी		0	11	84
	99/1	पैकी		0	29	84
	101	पैकी		0	18	52
	93	पैकी		0	17	16
	92	पैकी		0	21	72
	92	पैकी	कार्ट ट्रैक	0	01	10

1	2	3		4		
खोमाणा (जारी)	91			0	29	97
	132			0	30	40
	88			0	20	62
	—		कार्ट ट्रेक	0	02	63
	87/2			0	04	86
	87/1			0	01	77
	290/1			0	26	54
	290/2			0	05	03
	275	पैकी		0	17	36
	289			0	06	59
	276	पैकी		0	24	53
	288/1			0	01	87
	277/2			0	25	35
	278/1	पैकी		0	23	74
	278/1	पैकी	कार्ट ट्रेक	0	00	89
	279			0	06	20
	268			0	30	41
	—		कार्ट ट्रेक	0	01	82
	328			0	20	87
	329			0	26	42
	330/2			0	27	67
	330/1			0	05	82
	334	पैकी		0	13	45
	335			0	22	13
	336			0	25	99
	337			0	32	85
	—		कार्ट ट्रेक	0	03	01
	421	पैकी		0	31	78
	420			0	22	48
	419			0	36	12
	417/1			0	05	58
	418	पैकी	कार्ट ट्रेक	0	01	10
	418	पैकी		0	11	78
	—		कार्ट ट्रेक	0	01	70
	381			0	23	73
	382			0	13	94
	383			0	12	99
	384	पैकी		0	45	35
	386	पैकी		0	42	39

[फा. सं. आर.-31015/4/2002 ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 29th April, 2002

S. O. 1479.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from crude oil terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd.);

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land described under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3, of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri D.K.PAREKH, Competent Authority, Mundra -Bathinda Crude Oil Pipeline, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd.), P.B.No.43, Unit 2, HPCL, At & PO Khari Rohar, Tal. Gandhidham,State Gujarat.

SCHEDULE

Taluka :- Kankrej **District :- Banaskantha** **State :- Gujarat**

Name of Village	Survey No	Part if Any		ROU Area		
				Ha.	Ar	Sq mt
1	2	3		4		
MANDALA	222			0	94	49
	283	P		0	31	87
	283	P	Cart Track	0	01	10
	283	P	Cart Track	0	01	10
	284			0	22	66
	279			0	30	91
	277/1			0	15	46
	277/2			0	19	35
	276	P		0	37	92
	—		Cart Track	0	01	82
	359			0	32	35
	360			0	12	84
	358	P		0	17	98
	385			0	06	53
	386	P		0	23	50
	387	P		0	14	86
	388	P		0	61	02
	388	P	Cart Track	0	01	10
	408			0	01	19
	404			0	26	50
	405			0	21	74
	406	P		0	19	62
	407			0	36	69
	402	P		0	31	97
	401			0	35	78
	400			0	40	26
	399/2			0	34	66
	399/1	P		0	29	70
	399/1	P	Cart Track	0	01	72
JAKHEL	—		Cart Track	0	00	12
	78/1	P		0	02	06
	79/2			0	40	32
	79/1			0	31	56

1	2	3		4		
JAKHEL (contd.)	81			0	27	75
	83			0	01	20
	82			0	26	60
	85			0	09	75
SIRWADA	222/1			0	07	36
	222/4			0	02	19
	222/3			0	02	90
	221/1	P		0	11	81
	221/2			0	12	41
	220/1			0	00	88
	218/1			0	11	96
	218/2			0	08	50
	218/3			0	08	78
	217/1			0	14	46
	217/2			0	10	29
	216/1			0	10	64
	215/1			0	10	54
	215/2			0	13	17
	214	P		0	23	07
	214	P	Cart Track	0	00	30
	212	P		0	11	19
	265	P		0	53	25
	265	P	Cart Track	0	16	76
	265	P	Cart Track	0	01	10
	211	P		0	20	06
	267/2			0	19	66
	266/2			0	01	06
	266/3			0	03	78
	268/1			0	02	16
	270/1			0	18	32
	270/2			0	07	85
	269/1	P		0	19	48
	389	P		0	42	84
	389	P	Cart Track	0	01	10
	185			0	69	03
	394			0	14	72
	395/2			0	13	13
	396	P		0	13	07
	398/1	P		0	19	39
	398/2			0	11	86
	399	P		0	07	29
	553			0	22	23
	555			0	27	16
	556			0	03	55
	557/2			0	15	46
	557/1			0	12	56
	559			0	08	14
	—		Cart Track	0	01	89
	654/1			0	01	32
	652			0	33	00
	651			0	34	84
	650	P		0	10	35
	649			0	35	73

1	2	3		4		
CHANGA	111			0	04	93
	112/2			0	19	46
	113			0	22	35
	—		Cart Track	0	01	45
	130	P		0	56	05
	129			0	10	31
	128	P		0	01	21
	146			0	40	85
	—		Cart Track	0	01	93
	207/2			0	02	71
	—		Cart Track	0	01	10
	206	P		0	16	70
	205			0	18	34
	209			0	36	40
	—		Cart Track	0	00	90
	294	P		0	01	63
	294	P	Cart Track	0	00	55
	295	P	Cart Track	0	00	55
	295			0	34	78
	310	P		0	41	16
	315	P		0	01	92
	312	P		0	19	65
	314	P		0	37	66
	314	P	Cart Track	0	01	10
	313	P		0	02	14
	322	P		0	50	16
	323	P		0	01	10
	330			0	03	08
	331			0	34	90
ADHGAM	62	P		0	29	32
	61	P		0	21	37
	60/1	P		0	28	30
	60/1	P	Cart Track	0	02	09
	57/1	P	Cart Track	0	01	86
	57/1	P		0	17	29
	58	P		0	55	12
	111	P		0	26	26
	113/1			0	[illegible]	02
	112/1			0	03	68
	114	P		0	24	22
	114	P	Cart Track	0	02	25
	131/1	P		0	20	66
	126			0	19	69
	127			0	20	60
	124/2			0	17	15
	123			0	23	75
	—		Cart Track	0	01	52
	202/1	P		0	15	08
	202/1	P	Cart Track	0	01	10
	202/2			0	13	55
NATHPURA	49			0	23	96
	48			0	15	03
	44/1			0	28	36

1	2	3		4		
KUNDVA	25			0	01	49
	134			0	19	04
	—		Cart Track	0	01	62
	20/1	P		0	43	12
	20/1	P	Cart Track	0	00	55
	16/3	P	Cart Track	0	00	55
	16/3	P		0	04	25
	—		Cart Track	0	02	40
VIBHANESDA	—		Cart Track	0	01	86
	50			0	75	03
	48	P		0	57	96
	46/1	P		0	63	38
	46/1	P	Cart Track	0	00	55
	45/2	P		0	02	07
	45/2	P	Cart Track	0	00	55
	44	P	Cart Track	0	00	55
	44	P		0	27	54
	—		Cart Track	0	03	05
	7/3	P		0	24	74
	8	P		0	15	08
	10	P		0	13	01
	11/2			0	00	15
	9/1	P		0	19	70
	12/2	P		0	30	11
	12/2	P	Cart Track	0	01	10
	12/1	P		0	04	83
	—		Cart Track	0	02	15
	35/1			0	00	66
	34	P		0	12	39
	33/1			0	19	01
	32/4			0	41	90
	31	P		0	19	56
INDRAMANA	281			0	12	47
	345			0	02	96
	346			0	17	42
	—		Cart Track	0	01	95
	347	P		0	31	34
	348	P		0	39	30
	341			0	00	41
	350			0	42	45
	351	P		0	45	85
	352			0	17	08
	362			0	14	52
	361			0	27	11
	354			0	29	98
	360	P		0	25	09
	355	P		0	32	08
	355	P	Cart Track	0	01	10
	356			0	25	54
	357			0	37	83
RAJPUR	141/4	P	Cart Track	0	01	10
	141/4	P		0	25	92
	141/4	P	Cart Track	0	01	10

1	2	3		4		
KAKAR	171			0	40	00
	172			0	31	02
	169			0	19	37
	—		Cart Track	0	01	77
	174			0	05	08
	175			0	34	94
	191			0	29	76
	176	P		0	06	06
	190			0	34	01
	192			0	14	57
	193			0	06	74
	189			0	06	91
	188	P		0	08	76
	188	P	Cart Track	0	01	10
	187	P	Cart Track	0	00	36
	187	P		0	44	55
	179			0	14	12
	180	P		0	12	48
	182			0	06	51
	183			0	40	34
	—		Cart Track	0	01	64
	161			0	00	18
	229	P	Cart Track	0	00	22
	229	P		0	76	74
	233			0	24	34
	244	P		0	15	18
	265			0	12	87
	266			0	20	91
	267			0	19	02
	268	P		0	07	82
	269	P		0	37	77
	269	P	Cart Track	0	01	85
	277			0	22	75
	273	P		0	03	04
	275			0	28	26
	276			0	19	90
	278	P		0	44	05
	279	P		0	45	75
	280/2			0	00	64
	280/1			0	13	65
NEKOI	138	P		0	23	64
	139			0	25	99
	—		Cart Track	0	01	80
	137			0	13	54
	136			0	16	57
	135/2			0	08	83
	135/1			0	05	36
	133	P		0	22	51
	132			0	23	56
	131	P		0	07	38

1	2	3		4		
PADARDI	207	P	Cart Track	0	01	10
	207	P		0	07	85
	212			0	36	01
	211			0	15	16
	—		Cart Track	0	11	37
	213	P		0	36	17
	213	P	Cart Track	0	01	10
	217/1			0	13	42
	217/2			0	16	09
	218			0	06	89
	—		Cart Track	0	03	59
	264/2	P		0	05	33
	264/1			0	05	25
	263			0	42	96
	261	P		0	01	28
	260			0	34	44
	257/2	P		0	36	55
	257/1			0	00	56
	258/1			0	02	23
	258/3			0	00	41
	258/2			0	16	59
	—		Cart Track	0	02	77
	256			0	10	59
	9	P		0	00	51
	8			0	55	95
	7	P		0	37	51
	7	P	Cart Track	0	01	10
	33	P		0	21	53
	33	P	Cart Track	0	01	10
	36	P		0	07	20
	27			0	00	40
	34			0	34	32
	35	P		0	13	89
	35	P	Cart Track	0	01	19
	31			0	15	42
	30	P		0	43	25
	30	P	Cart Track	0	01	10
	45	P		0	17	96
	46			0	10	25
	32			0	17	30
	47			0	23	98
	—		Cart Track	0	03	10
	48			0	02	07
	49	P		0	41	12
CHIMANGADH	196			0	31	86
	195/2			0	28	11
	193			0	32	45
	—		Cart Track	0	02	48
	192/3			0	18	81
	192/2			0	00	44

1	2	3		4		
CHIMANGADH (Contd.)	190/3			0	16	20
	190/2			0	06	60
	190/1			0	06	50
	189/1			0	07	09
	191			0	12	67
	179/1	P	Cart Track	0	01	10
	179/1	P		0	35	36
	178/1			0	09	25
	178/2			0	05	87
	95	P		0	03	70
	—		Cart Track	0	02	50
	113			0	25	83
	112	P		0	06	44
	107	P	Cart Track	0	01	10
	107	P		0	15	05
	107	P	Cart Track	0	01	55
	108/2	P	Cart Track	0	00	76
	108/2	P		0	15	08
	108/1	P		0	59	16
	109			0	01	61
	103/1			0	67	50
	103/2	P		0	21	78
	102			0	04	15
RATANGADH	102	P		0	33	88
	103			0	12	96
	104			0	07	52
RAVIYANA	19			0	20	56
	18	P		0	07	65
	16/1			0	03	53
	17			0	21	33
	—		Cart Track	0	02	82
	28			0	20	71
	29	P		0	15	17
	29	P	Cart Track	0	01	10
	31	P		0	59	54
	32			0	06	83
	33			0	08	64
	45			0	26	20
	44			0	19	64
	42			0	01	53
	56			0	51	25
	59	P	Cart Track	0	01	80
	59	P		0	37	93
	62	P		0	19	09
	65	P		0	15	02
	63			0	21	58
	64			0	05	70
	—		Cart Track	0	03	81
	90/1			0	21	81
	89	P		0	15	33
	91			0	00	30

1	2	3		4		
RAVIYANA (Contd.)	86			0	15	42
	113			0	35	81
	115			0	10	01
	114			0	09	64
	116			0	32	34
	117			0	10	62
	121			0	26	28
KHODA	54			0	08	73
	52			0	21	72
	53			0	25	51
	59	P		0	17	53
	60			0	27	36
	—		Cart Track	0	02	82
	44/4			0	05	65
	44/1			0	00	26
	44/2			0	04	25
	44/3			0	14	97
	41			0	30	27
	34/2			0	01	62
	34/1			0	06	51
	35			0	31	18
	36	P		0	14	56
	33	P		0	03	12
	32	P	Cart Track	0	01	58
	32	P		0	26	88
	32	P	Cart Track	0	01	10
	31	P		0	34	52
	30/2			0	06	43
	30/1			0	17	01
	29			0	27	75
KHIMANA	16			0	14	58
	—		Cart Track	0	04	90
	68	P		0	38	47
	67			0	06	97
	66	P		0	59	05
	76			0	31	25
	77	P		0	21	05
	75			0	15	85
	98			0	31	06
	99/2	P	Cart Track	0	01	10
	99/2	P		0	11	84
	99/1	P		0	29	84
	101	P		0	18	52
	93	P		0	17	16
	92	P		0	21	72
	92	P	Cart Track	0	01	10
	91			0	29	97
	132			0	30	40
	88			0	20	62
	—		Cart Track	0	02	63
	87/2			0	04	86
	87/1			0	01	77
	290/1			0	26	54
	290/2			0	05	03

1	2		3	4		
KHIMANA	275	P		0	17	36
(Contd.)	289			0	06	59
	276	P		0	24	53
	288/1			0	01	87
	277/2			0	25	35
	278/1	P		0	23	74
	278/1	P	Cart Track	0	00	89
	279			0	06	20
	268			0	30	41
	—		Cart Track	0	01	82
	328			0	20	87
	329			0	26	42
	330/2			0	27	67
	330/1			0	05	82
	334	P		0	13	45
	335			0	22	13
	336			0	25	99
	337			0	32	85
	—		Cart Track	0	03	01
	421	P		0	31	78
	420			0	22	48
	419			0	36	12
	417/1			0	05	58
	418	P	Cart Track	0	01	10
	418	P		0	11	78
	—		Cart Track	0	01	70
	381			0	23	73
	382			0	13	94
	383			0	12	99
	384	P		0	45	35
	386	P		0	42	39

[F No R-31015/4/2002 OR-II.]
HARISH KUMAR, Under Secy.

नई दिल्ली, 30 अप्रैल, 2002

का. आ. 1480.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में, कर्नाटक राज्य में अवस्थित विभिन्न उपभोक्ताओं को वितरण के लिए गोवा के उत्तरी और दक्षिणी समुद्र–तट और आन्ध्र–प्रदेश की सरंचनाओं में मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड (जी. टी. आई. सी. एल.) द्वारा इसकी संवर्धक कंपनी अर्थात मैसर्स रिलायंस इण्डस्ट्रीज लिमिटेड के खोज–ब्लाकों में उत्पादित प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के संबंध में, सक्षम प्राधिकारी की नियुक्ति से संबंधित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 3043 तारीख 16 नवम्बर, 2001 का संशोधन करती है, अर्थात :–

उक्त अधिसूचना मे अनुसूची के स्थान पर निम्नलिखित अनुसूची रखी जाएगी, अर्थात् :-

अनुसूची

	व्यक्तियों के नाम और पते	अधिकारिता का क्षेत्र
	(1)	(2)
1.	श्री अतुल कुमार तिवारी जिला कलक्टर बेलगाम जिला कर्नाटक सरकार मार्फत मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्राक्चर कंपनी लिमिटेड, आर. पी. एल. हाउस, तीसरा तल, 15 वालचन्द हीराचन्द्र मार्ग, वैलार्ड इस्टेट, मुम्बई–400038	कर्नाटक राज्य में बेलगाम जिला
2.	श्री राकेश सिंह, जिला कलक्टर बीजापुर, कर्नाटक सरकार, मार्फत मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्राक्चर कंपनी लिमिटेड, आर. पी. एल. हाउस, तीसरा तल, 15 वालचन्द हीराचन्द्र मार्ग, वैलाड इस्टेट, मुम्बई–400038	कर्नाटक राज्य में बीजापुर जिला
3.	श्री एम. लक्ष्मी नारायण, जिला कलक्टर, गुलबर्गा जिला, कर्नाटक सरकार, मार्फत मैसर्स गैस ट्रांसपोर्टेशन एड इन्फ्रास्ट्राक्चर कंपनी लिमिटेड, आर. पी. एल. हाउस, तीसरा तल, 15 वालचन्द हीराचन्द्र मार्ग, वैलाड इस्टेट, मुम्बई–400038	कर्नाटक राज्य में गुलबर्गा और बीदर जिले

[फा स. एल. 14014/9/01-जी.पी.]
स्वामी सिंह, निदेशक

New Delhi, the 30th April, 2002

S. O. 1480.— in pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby amends the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 3043 dated November 06, 2001 relating to the appointment of Competent Authority for laying of the pipeline by M/s Gas Transportation and Infrastructure Company Limited (GTICL) for transportation of natural gas produced in the exploration blocks of its promoter company, namely M/s Reliance Industries Limited in

Northern and Southern offshore of Goa and structures in Andhra Pradesh for distribution to various consumers located in the State of Karnataka namely :-

In the said notification, for the Schedule, the following Schedule shall be substituted, namely :-

"**SCHEDULE**"

Name and Addresses of the persons	Area of jurisdiction
(1)	(2)
(1) Shri Atul Kumar Tiwari, District Collector, Belgaum District, Government of Karanataka C/o M/s Gas Transportation and Infrastructure Company, R.P.L. House, 3rd Floor, 15, Walchand Hirachand Marg, Ballard Estate, Mumbai-400038.	District of Belgaum in Karnataka State.
(2) Shri Rakesh Singh, District Collector, Bijapur District, Government of Karanataka C/o M/s Gas Transportation and Infrastructure Company R.P.L. House, 3rd Floor, 15, Walchand Hirachand Marg, Ballard Estate, Mumbai-400038.	District of Bijapur in Karnataka State.
(3) Shri M. Lakshmi Narayana, District Collector, Gulburga District, Government of Karanataka C/o M/s Gas Transportation and Infrastructure Company R.P.L. House, 3rd Floor, 15, Walchand Hirachand Marg, Ballard Estate, Mumbai-400038.	Districts of Gulburga and Bidar in Karnataka State.

[No L 14014/9/01-G P]
SWAMI SINGH, Director

नई दिल्ली, 30 अप्रैल, 2002

का. आ. 1481— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा जामनगर–भोपाल पाइपलाइन परियोजना के कार्यान्वयन के लिए पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि मे, जिसके भीतर ऐसी पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबध्द है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाई जाने के संबंध में श्री एन. एस. कनेश, सक्षम प्राधिकारी, जी. टी आई. सी. एल पाइपलाइन परियोजना, भूमितल, 24अ, चन्द्रनगर ए0 बी0 रोड, इन्दौर–452008 को लिखित रुप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : झाबुआ **जिला : झाबुआ** **राज्य : मध्यप्रदेश**

गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर	आरे	सेन्टीयर
1	2	3	4	5
1. कालिया बड़ा	175	0	8	10
2. पिटोल कला	1026	0	9	80
3. करडावद बड़ी	1085	0	3	10
4. रछवा	90	0	0	70
5. देवली	1348	0	4	45
	1349	0	6	80
	1350	0	4	20
	1308	0	2	10
	1307	0	21	90
	1351	0	65	56
	1352	0	8	20
	1300	0	38	40
	1299	0	1	80
	1297	0	52	75
	1296	0	6	20

[फा. सं. एल. 14014/25/2001-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 30th April, 2002

S. O. 1481.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh a pipeline should be laid by Gas Transportation and Infrastructure Company Limited for implementing Jamnagar-Bhopal pipeline project;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section (3) of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri N.S.Kanesh, Competent Authority, GTICL, Pipeline Project, Ground floor, 24-A Chandra Nagar, A.B.Road, Indore-452008..

SCHEDULE

Tehsil : Jhabua **District : Jhabua** **State : Madhya Pradesh**

Name of the Village	Survey No.	AREA Hectare	Are	C-Are
1	2	3	4	5
1. KALIYA BADA	175	0	8	10
2. PITOL KALA	1026	0	9	80
3. KARDAVAD BADI	1085	0	3	10
4. RACHAWA	90	0	0	70
5. DEVLI	1348	0	4	45
	1349	0	6	80
	1350	0	4	20
	1308	0	2	10
	1307	0	21	90
	1351	0	65	55
	1352	0	8	20
	1300	0	38	40
	1299	0	1	80
	1297	0	52	75
	1296	0	6	20

[No L 14014/25/2001-G P]
SWAMI SINGH Director

नई दिल्ली, 30 अप्रैल, 2002

का. आ. 1482.— केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 26 तारीख 03 जनवरी, 2002 में निम्नलिखित संशोधन करती है, अर्थात : –

उक्त अधिसूचना की अनुसूची में स्तंभ 1 में गांव "देवली" के सामने, स्तंभ 2 में "सर्वे सं." और स्तंभ 3,4 और 5 में, " क्षेत्रफल (हेक्टेयर, आर, सेंटियर)" से संबंधित प्रविष्टियां के स्थान पर क्रमशः निम्नलिखित प्रविष्टियां रखी जाएंगी अर्थात् : –

गव	सर्वे नंबर	क्षेत्रफल		
		हेक्टेयर	आरे	सेन्टीयर
1	2	3	4	5
छेवली	1346	00	92	20
	1410	00	06	10
	1411	00	08	35

[फा. सं. एल. 14014/25/2001-जी.पी.]
स्वामी सिंह, निदेशक

New Delhi, the 30th April, 2002

S. O. 1482.— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O.26 Dated 3rd January, 2002 namely -

In the Schedule to the said notification, against village "Devli" in column 1, for the entries relating to "Survey No " in column 2 and "Area (in Hectare, Are and C/Are)" in columns 3,4 and 5, the following entries shall respectively be substituted, namely -

Village	Survey No		Area	
		Hectare	Are	C-Are
1	2	3	4	5
DEVLI	1346	00	92	20
	1410	00	06	10
	1411	00	08	35

[No L 14014/25/2001-G P]
SWAMI SINGH, Director

नई दिल्ली, 30 अप्रैल, 2002

का. आ. 1483.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक पुनः गैसीकृत दूषित प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि मे, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबध्द है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एम. सी. रेजा, सक्षम प्राधिकारी, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड, प्लाट नं0–7, क्वालिटी बिजनेस सेन्टर, एम.पी. नगर, जोन–2, भोपाल (मध्यप्रदेश) को लिखित रुप में आक्षेप भेज सकेगा।

अनुसूची

तहसील: देवास	जिला:देवास		राज्य: मध्य प्रदेश	
गॅाव का नाम			क्षेत्रफल	
	सर्वे नंबर	हेक्टर	आरे	सि–आरे
1	2	3	4	5
1. छोटीचुरलाई	15	0	00	20
प.ह.नं.37				
2. बड़ी चुरलाई	595	0	00	10
प.ह.नं. 37				
3. हापाखेड़ा	590	0	07	80
प.ह.नं. 39	319	0	06	40
4. बरोठा	111-112	0	00	50
प.ह.नं. 41	106/1841	0	05	70
5. निवान्या	589	0	00	20
प.ह.नं. 30				

उपरोक्त सर्वे नंबर पूर्व में प्रकाशित नही है– अधिसूचना क्र.का.आ. 77 दिनांक 09.01.2002

[फा. सं. एल. 14014/28/2001–जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 30th April, 2002

S. O. 1483.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of regassified liquefied natural gas from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh , a pipeline should be laid by Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section (3) of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to ShriM.C.Reja, Competent Authority, GTICL, Plot No.7, Quality Business Center, M..P.Nagar, Zone-II, Bhopal.

SCHEDULE

Tehsil:Dewas	**District: Dewas**		**State: Madhya Pradesh**	
Name of the Village			**AREA**	
	Survey No	**Hectare**	**Are**	**C-Are**
1	**2**	**3**	**4**	**5**
1. CHHOTI CHURLAI	15	0	00	20
P.C.NO-37				
2. BADI CHURLAI	595	0	00	10
P.C.NO-37				
3. HAPA KHEDI	590	0	07	80
P.C.NO- 39	319	0	06	40
4. BAROTHA	111-112	0	00	50
P.C.NO- 41	106/1841	0	05	70
5. NIVANIYA	589	0	00	20
P.C.NO- 30				

The above Survey numbers have not apppeared earlier wide S.O.77 dated 09.01.2002.

[No L 14014/28/2001-G P]
SWAMI SINGH. Director

नई दिल्ली, 30 अप्रैल, 2002

का. आ. 1484.— केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 77 तारीख 09 जनवरी, 2002 में निम्नलिखित संशोधन करती है, अर्थात : –

उक्त अधिसूचना की अनुसूची में –

पृष्ठ 256 पर, स्तंभ 1 में गांव भंडया पिपल्या प.ह. न. 30 के सामने स्तंभ 2,3,4,5 में आने वाले अंक " 218–0–49–20 के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् : –

218 / 1	0	36	50
218 / 3	0	00	80
218 / 4	0	14	50"

[फा. सं. एल. 14014/28/2001-जी.पी.]
स्वामी सिंह, निदेशक

New Delhi, the 30th April, 2002

S. O. 1484.— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and natural Gas, number S.O.77 dated 9th January,2002 , namely:-

In the Schedule to the said notification:-

At page 267,. against village Bhandiya Pipliya P.C.No.30 in column 1, for the figures "218 0 49 20" appended in columns 2,3,4 and 5, the following shall be substituted, namely:-

"218/1	0	36	60
218/3	0	00	80
218/4	0	14	50"

[No L 14014/28/2001-G P]
SWAMI SINGH, Director

नई दिल्ली, 30 अप्रैल, 2002

का. आ. 1485.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मत्रालय की अधिसूचना संख्यांक का आ. 81 तारीख 11 जनवरी, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में पानेवाडी (मनमाड) से मध्यप्रदेश राज्य में मांगल्या (इन्दौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई–मनमाड पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 26 जनवरी 2002 से उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन बिछाने के लिए अपेक्षित है उस भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची मे विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में पाइप लाइन बिछाने के लिए उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : सांवेर जिला : इन्दौर राज्य : मध्यप्रदेश

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
1. बरदरी	3/2	0.0396
	5/1, 5/2, 5/3	0.0504
	4/1, 4/2, 4/3, 4/4	0.4207
	8	0.1826
	9	0.0247
	10/1, 10/2	0.0466
	11	0.0748
	12	0.0779
	13/1, 13/2	0.0645
	14	0.0750
	15	0.0995
	16/1, 16/2, 16/3	0.1148
	18/1,18/18,18/21	0.0784
	18/2,18/11	0.0642
	18/3,18/20	0.0642
	18/4,18/12,18/14	0.0613
	18/5,18/13	0.0570
	18/6,18/19	0.0499
	18/7,18/17,18/23	0.0784
	18/8,18/22	0.0748
	18/9,18/16,18/24	0.0677
	21(शा. भूमि)	0.0642

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
2. भवरासला	84	0.1361
	2	0.1543
	3/1	0.1277
	1/2/1/2	0.0203
	1/2/1/1ख,3/2ख	0.0120
	3/3ख/2	0.0004
3. रेवती	126	0 0690
	132/1,132/2/2	0 1275
	133/1 133/2	0 2534
	134/1 134/3 134/2	0.3445
	131	0.0685
	135/2	0.0272
	136 (सड़क)	0.1105
4. जाख्या	1/5(स.चरागाह)	0.0300
	3 (राज्य मार्ग27)	0.0420
	44/1 44/2 44/3	0.4032
	43/1/1 43/1/2 43/1/3 43/2/1 43/2/2 43/2/3	0.6669

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
जाख्या (निरंतर)	53	0.3682
	84	0.1076
	82(सरकारी रास्ता)	0.0440
	83	0.3935
	95	0.0755
	94	0.0283
	97	0.1003
	210	0 1044
	211	0 0655
	206	0 1011
	204	0 2110
	228/1 228/2	0 1620
	227	0.0268
	229,230	0.0296
	241	0.1509
	242/1 242/2/1 242/2/2	0 1080
	243/1 243/2	0.0632
	240	0.0057
	249/1 249/2 249/3	0.1225
	251,252,253	0.0180
	250	0.4536
	121(स.चरागाह)	0.0951
	92	0.3862
	209(स.चरागाह)	0.0648
	208(स.चरागाह)	0.0504
	205	0.1800
5. मगरखेडा	282(स.चरागाह)	0.0848
	283	0.5200

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
मगरखेडा (निरंतर..)	281	0 0226
	286(स चरागाह)	0 1113
	284/1 284/2	0.0300
	287/2	0 0600
	293 (स.नाला)	0 0180
	294	0 0240
	296 297	0 4138
	292	0 0020
	298(स चरागाह)	0 0239
	299	0 0800
	293	0 0433
	229	0.0226
	304(स चरागाह)	0.0300
	305	0.3049
	307	0.0765
	306	0.2502
	308 (स.नाला)	0.0085
	309(स.चरागाह)	0.0922
	186	0.0575
	185	0.1100
	184	0.1934
	172/1 172/2	0 5013
	171 (स. रास्ता)	0.0129
	311/1 311/2 311/3	0.3695

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
मगरखेडा (निरंतर..)	170	0.0355
	169	0.0258
	168	0.0200
	167/1/1, 167/1/2, 167/2, 167/3	0.4589
	162	0.0190
	163	0.0300
	161	0.1042
	160	0.0534
	158(स.चरागाह)	0.0213
	313 (खान नदी)	0.0732
6. बीजुखेडी	111/1, 111/2	0.1026
	109/1	0.2184
	107/2/1/1	0.1457
	106/1, 106/2	0.1655
	105/1,102, 105/2	0.2653
	104/1, 104/2	0.1378
	103/1, 103/2	0.0219

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
बीजुखेडी (निरंतर...)	100/2	0.2851
	99 स.भूमि (आबादी)	0.0134
	91	0.5500
	90	0.1419
	89(स.चरागाह)	0.0300
	112 (खान नदी)	0.0180
7. ढाबली	2	0.0639
	3/1	0.0144
	29/1	0.3144
	22	0.0480
	21	0.0061
	20 (स.नाला)	0.0166
	19/1 } 19/2	0.0842
	24/1 } 24/2	0.1450
	16 (स.नाला)	0.0157
	15	0.3537
	105(स. रास्ता)	0.0097
	106/1 } 106/2	0.1367
	108/1 } 108/2	0.1077
	107/1 } 107/2 107/3 107/4	0.1987
	119/1	0.4270

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
ढाबली (निरंतर..)	123/1 123/2,123/3	0.3234
	130/1 130/2	0.1918
	131/1 131/2,131/3	0.1611
	132/1 132/2	0.0720
	128/1 128/2 128/3	0.1080
8. मांगल्या सड़क	10/3	0.0178
	41/1/ ख	0.0244
	41/1/3 (सड़क)	0.0381
	41/1/1 क	0.0107
	58/4	0.1151
	58/5	0.0688
	58/6	0.0145
	58/7	0.1340
	54/3	0.0289
	54/1	0.2068
	53	0.0599
	56/1	0.0622
	46 (स.नाला)	0.0313
	84	0.0009
	85	0.1330
	86/1 86/2	0.1814
मांगल्या सड़क (निरंतर...)	88/1/1 88/1/2 88/2/1 88/2/2	0.0072
	94/2	0.0107

[फा. सं. आर.-31015/42/2001 ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 30th April, 2002

S. O. 1485.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.81, dated the 11th January, 2002 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products through the Mumbai-Manmad Pipeline Extension Project from Panewadi(Manmad) in the State of Maharashtra to Manglya (Indore) in the State of Madhya Pradesh by the Bharat Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on the 26th January, 2002;

And, whereas, the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL: SANWER　DISTRICT : INDORE　STATE : MADHYA PRADESH

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1. BARDARI	3/2	0.0396
	5/1 }	0 0504
	5/2 }	
	5/3 }	
	4/1 }	0 4207
	4/2 }	
	4/3 }	
	4/4 }	
	8	0 1826
	9	0.0247
	10/1 }	0 0466
	10/2 }	
	11	0.0748
	12	0.0779
	13/1 }	0.0645
	13/2 }	
	14	0.0750
	15	0 0995
	16/1 }	0.1148
	16/2 }	
	16/3 }	
	18/1,18/18,18/21	0.0784
	18/2,18/11	0.0642
	18/3,18/20	0.0642
	18/4,18/12,18/14	0.0613
	18/5,18/13	0.0570
	18/6,18/19	0.0499
	18/7,18/17,18/23	0.0784
	18/8,18/22	0.0748
	18/9,18/16,18/24	0.0677
	21(GL)	0 0642

1294 GI/2002—12

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
2. BHAVRASALA	84	0.1361
	2	0.1543
	3/1	0.1277
	1/2/1/2	0.0203
	1/2/1/1 KH. 3/2 KH	0.0120
	3/3KH/2	0.0004
3. REVATI	126	0.0690
	132/1.132/2/2	0.1275
	133/1	0.2534
	133/2	
	134/1	0.3445
	134/3	
	134/2	
	131	0.0685
	135/2	0.0272
	136(ROAD)	0.1105
4. JAKHYA	1/5(GL)	0.0300
	3(SH 27)	0.0420
	44/1	0.4032
	44/2	
	44/3	
	43/1/1	0.6669
	43/1/2	
	43/1/3	
	43/2/1	
	43/2/2	
	43/2/3	
	53	0.3682
	84	0.1076

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
JAKHYA (Cont'd)	82(GCT)	0.0440
	83	0.3935
	95	0.0755
	94	0.0283
	97	0.1003
	210	0.1044
	211	0.0655
	206	0 1011
	204	0.2110
	228/1	0.1620
	228/2	
	227	0.0268
	229.230	0.0296
	241	0.1509
	242/1	0.1080
	242/2/1	
	242/2/2	
	243/1	0.0632
	243/2	
	240	0.0057
	249/1	0.1225
	249/2	
	249/3	
	251,252,253	0.0180
	250	0.4536
	121(GL)	0.0951
	92	0.3862
	209(GL)	0.0648
	208(GL)	0.0504
	205	0.1800
5. MAGAR KHEDA	282(GL)	0.0848
	283	0.5200
	281	0.0226
	286(GL)	0.1113

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
MAGAR KHEDA (Cont'd)	284/1 }	0.0300
	284/2 }	
	287/2	0 0600
	293 (G.DRAIN)	0.0180
	294	0 0240
	296,297	0.4138
	292	0.0020
	298(GL)	0 0239
	299	0 0800
	293	0 0433
	229	0 0226
	304(GL)	0.0300
	305	0.3049
	307	0.0765
	306	0.2502
	308 (G.DRAIN)	0.0085
	309(GL)	0.0922
	186	0.0575
	185	0.1100
	184	0.1934
	172/1 }	0.5013
	172/2 }	
	171 (GCT)	0.0129
	311/1 }	0.3695
	311/2 }	
	311/3 }	
	170	0.0355
	169	0.0258
	168	0.0200

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
MAGAR KHEDA (Cont'd)	167/1/1	0.4589
	167/1/2	
	167/2	
	167/3	
	162	0.0190
	163	0.0300
	161	0.1042
	160	0.0534
	158(GL)	0.0213
	313 (Khan River)	0.0732
6. BIJUKHEDI	111/1	0.1026
	111/2	
	109/1	0.2184
	107/2/1/1	0.1457
	106/1	0.1655
	106/2	
	105/1,102	0.2653
	105/2	
	104/1	0.1378
	104/2	
	103/1	0.0219
	103/2	
	100/2	0.2851
	99 GL (Abadi)	0.0134
	91	0.5500
	90	0.1419
	89(GL)	0.0300
	112 (Khan River)	0.0180
7. DHABLI	2	0.0639
	3/1	0.0144
	29/1	0.3144
	22	0.0480
	21	0.0061
	20 (DRAIN)	0.0166
	19/1	0.0842
	19/2	
	24/1	0.1450
	24/2	

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
DHABLI (Cont'd)	16 (DRAIN)	0.0157
	15	0.3537
	105(GCT)	0.0097
	106/1 106/2	0.1367
	108/1 108/2	0.1077
	107/1 107/2 107/3 107/4	0.1987
	119/1	0.4270
	123/1 123/2,123/3	0.3234
	130/1 130/2	0.1918
	131/1 131/2,131/3	0.1611
	132/1 132/2	0.0720
	128/1 128/2 128/3	0.1080
8. MANGLYA SADAK	10/3	0.0178
	41/1/Kh	0.0244
	41/1/3(Road)	0.0381
	41/1/1K	0.0107
	58/4	0.1151
	58/5	0.0688
	58/6	0.0145
	58/7	0.1340
	54/3	0.0289
	54/1	0.2068
	53	0.0599
	56/1	0.0622

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
MANGLYA SADAK (Cont'd)	46 (G.DRAIN)	0.0313
	84	0.0009
	85	0.1330
	86/1 86/2	0.1814
	88/1/1 88/1/2 88/2/1 88/2/2	0.0072
	94/2	0.0107

[F. No. R-31015/42/2001 OR-II.]
HARISH KUMAR, Under Secy.

नई दिल्ली, 30 अप्रैल, 2002

का. आ. 1486.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक का. आ. 130 तारीख 11 जनवरी, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में पानेवाडी (मनमाड) से मध्यप्रदेश राज्य में मांगल्या (इन्दौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई–मनमाड़ पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 6 फरवरी 2002 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील देपालपुर जिला इन्दौर राज्य मध्यप्रदेश

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
1 धन्नड	851/1 851/2 851/3	0 2111
	848	0 2378
	661/2(स चरागाह) 661/1/1(आबादी) 661/1/2(आबादी)	0 1831
	656	0 1024
	655	0 0754
	653/1 653/2 653/3	0 0200
	663	0 0400
	648/1 648/2	0 0969
	644/1 644/2	0 0742
	642	0 0023
	643/1 643/2	0.0065
	634	0.0029
	633/1,645/1 633/2,645/2 633/3,645/3	0 1088
	631	0 0172
	632/1 632/2	0 0187
	628	0 0718
	614	0 0345
	615/1 615/2	0 0302

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
धन्नड (निरंतर..)	613 (स.नाला)	0.0235
	612	0.1192
	571	0.0562
	572	0.0002
	570	0.1013
	569	0.1184
	567	0.0427
	566	0.0424
	565/1 565/2	0.1158
	564/1 564/2	0.0094
	563/1 563/2	0 0064
	562	0.1248
	561	0.0648
	560	0.0426
	559/1/1 559/1/2 559/2 559/3	0.0186
	84	0.1796
	85(स. रास्ता)	0.0259
	88/2	0.0108
	89 (स. रास्ता)	0.0214
	90 (स. रास्ता)	0.0484
	25/1/1 25/1/2 25/2	0.4137
	24	0.1382
	20	0.1658
	19	0.2308
	124	0.0388

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
धन्नड (निरंतर)	1051(स चरागाह)	0 1168
	1052	0 1300
	1053	0 2790
	1048/1 1048/2	0 1000
	1047	0 2293
	1046/1,1045/1 1046/2,1045/2 1046/3/1,1045/3/2 1046/3/2,1045/3/1	0 4500
	1039	0 0400
	887	0 2276
	1038	0 0811
	888	0 0454
	886	0 0271
	889	0 1174
	884/1128	0 0200
	890,892	0 0874
	883	0 0900
	870/1 870/2 870/3	0 2093
	868/1/2 868/2 868/1	0 0834
	867/1 867/2	0 0943
	862	0 0170
	858	0 0694
	859	0 0858
	860	0 0965
	861/1 861/2	0 0892

ग्राम का नाम		सर्वे नम्बर	क्षेत्रफल हैक्टेयर
2.	धरावरा	636(स चरागाह)	0 0507
		491/1	0 2913
		491/2	
		491/3	
		490/1	0 2900
		490/4/1	
		490/4/2	
		490/5	
		489/1/1	0 3597
		489/1/2	
		489/2	
		489/3	
		489/4	
		513	0 2700
		512	0 0722
		516	0 3855
		520 (स चरागाह)	0.0766
		521/1	0.1620
		521/2	
		522/1	0 1752
		522/2	
		591 (स नाला)	0 0100
		524	0 2035
		523	0.0188
		555/1	0.0190
		555/2	
		556, 557	0.0224
		554/2/1	0.1311
		382/1	0.2195
		382/2	

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
धरावरा (निरंतर....)	381	0.0408
	380/1, 380/2, 380/3	0.0584
	358/1, 358/2, 358/3, 358/4	0.2105
	357	0.0595
	363	0.0237
	364/1, 364/2	0.0628
	365/1, 365/2	0.0600
	348 (स रास्ता)	0.0168
	325	0.1166
	322/1, 322/2	0.0871
	323	0.0227
	321	0.1455
	293	0.1098
	74	0.1647
	288	0.0173
	286	0.0942
	285	0.1006
	281/1,279/1, 287, 289/1, 290/1, 281/2, 274/1	0.1029

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
धरावरा (निरंतर....)	277/1	पूर्व पेज से निरंतर ....
	278/1	
	279/2	
	280	
	289/2	
	290/2	
	297	
	281/3	
	281/4	
	282/2(स सडक)	0.0539
	92/1	0.2109
	92/2	
	93(स सडक)	0 0204
	94/2/1	0.0200
	95/1/1	0.1814
	4 (स. रास्ता)	0.0050
	98	0.0587
	99 (गंभीर नदी)	0.0746
	100	0.0936
	103	0.0875
	102	0.3120
	104	0.0283
	111/3,113	0.1460
	105	0.1600
	112/2	0.2727
	112/3	
	112/1	
	111/2	
धरावरा (निरंतर....)	109/1	0.2391
	108(स चरागाह)	0.0476

[फा. सं. आर.-31015/43/2001 ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 30th April, 2002

S. O. 1486.— Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O.130, dated the 11th January 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products through the Mumbai-Manmad Pipeline Extension Project from Panewadi(Manmad) in the State of Maharashtra to Manglya (Indore) in the State of Madhya Pradesh by the Bharat Petroleum Corporation Limited;

And, whereas, the copies of the said Gazette notification were made available to the public on 6th February, 2002;

And, whereas, the competent authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest on the date of the publication of this declaration, in the Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL: DEPALPUR **DISTRICT : INDORE** **STATE : MADHYA PRADESH**

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1. DHANNAD	851/1 851/2 851/3	0.2111
	848	0.2378
	661/2(GL) 661/1/1(GL) ABADI 661/1/2(GL) ABADI	0 1831
	656	0.1024
	655	0.0754
	653/1 653/2 653/3	0.0200
	663	0.0400
	648/1 648/2	0.0969
	644/1 644/2	0.0742
	642	0.0023
	643/1 643/2	0.0065
	634	0.0029
	633/1,645/1 633/2,645/2 633/3,645/3	0.1088
	631	0.0172
	632/1 632/2	0.0187
	628	0.0718
	614	0.0345
	615/1 615/2	0.0302
	613 (G.DRAIN)	0.0235
	612	0.1192

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
DHANNAD (Cont'd)	571	0.0562
	572	0.0002
	570	0.1013
	569	0.1184
	567	0.0427
	566	0.0424
	565/1 565/2	0.1158
	564/1 564/2	0.0094
	563/1 563/2	0.0064
	562	0.1248
	561	0.0648
	560	0.0426
	559/1/1 559/1/2 559/2 559/3	0.0186
	84	0.1796
	85(GCT)	0.0259
	88/2	0.0108
	89(GCT)	0.0214
	90(GCT)	0.0484
	25/1/1 25/1/2 25/2	0.4137
	24	0.1382
	20	0.1658
	19	0.2308
	124	0.0388
	1051(GL)	0.1168
	1052	0.1300
	1053	0.2790

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
DHANNAD (Cont'd)	1048/1 1048/2	0.1000
	1047	0.2293
	1046/1,1045/1 1046/2,1045/2 1046/3/1,1045/3/2 1046/3/2,1045/3/1	0.4500
	1039	0.0400
	887	0.2276
	1038	0.0811
	888	0.0454
	886	0.0271
	889	0.1174
	884/1128	0.0200
	890,892	0.0874
	883	0.0900
	870/1 870/2 870/3	0.2093
	868/1/2 868/2 868/1	0.0834
	867/1 867/2	0.0943
	862	0.0170
	858	0.0694
	859	0.0858
	860	0.0965
	861/1 861/2	0.0892
2. DHARAVARA	636(GL)	0.0507
	491/1 491/2 491/3	0.2913

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
DHARAVARA (Cont'd)	490/1	0 2900
	490/4/1	
	490/4/2	
	490/5	
	489/1/1	0 3597
	489/1/2	
	489/2	
	489/3	
	489/4	
	513	0 2700
	512	0 0722
	516	0 3855
	520(GL)	0 0766
	521/1	0 1620
	521/2	
	522/1	0 1752
	522/2	
	591(G DRAIN)	0 0100
	524	0 2035
	523	0 0188
	555/1	0 0190
	555/2	
	556,557	0 0224
	554/2/1	0 1311
	382/1	0 2195
	382/2	
	381	0 0408
	380/1	0 0584
	380/2	
	380/3	
	358/1	0 2105
	358/2	
	358/3	
	358/4	
	357	0 0595
	363	0 0237
	364/1	0 0628
	364/2	
	365/1	0 0600
	365/2	
	348(GCT)	0 0168

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
DHARAVARA (Cont'd)	325	0 1166
	322/1	0.0871
	322/2	
	323	0.0227
	321	0 1455
	293	0 1098
	74	0.1647
	288	0.0173
	286	0.0942
	285	0.1006
	279/1,281/1	0.1029
	287	
	289/1	
	290/1	
	281/2	
	274/1	
	277/1	
	278/1	
	279/2	
	280	
	289/2	
	290/2	
	297	From Previous Page
	281/3	
	281/4	
	282/2(ROAD)	0 0539
	92/1	0.2109
	92/2	
	93(ROAD)	0.0204
	94/2/1	0.0200
	95/1/1	0 1814
	4(GCT)	0.0050
	98	0.0587
	99(Gambhir River)	0.0746
	100	0 0936
	103	0 0875
	102	0.3120
	104	0 0283
	111/3,113	0.1460
	105	0.1600

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
DHARAVARA (Cont'd)	112/2 112/3 112/1 111/2	0.2727
	109/1	0.2391
	108 (GL)	0.0476

[F No R-31015/43/2001 OR-II]
HARISH KUMAR, Under Secy

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 1 मई, 2002

का. आ. 1487.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक, राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और, केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाईनलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि से हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रति साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप मे श्री जे. के. आहूजा, सक्षम प्राधिकारी, सलाया-मथुरा पाइपलाइन (संवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कोठी नं. 1439, सेक्टर-15, अरबन इस्टेट, पानीपत-131001 (हरियाणा) को आक्षेप भेज सकेगा।

अनुसूची

तहसील: बावल जिला: रेवाड़ी राज्य: हरियाणा

गाँव का नाम	हदबस्त संख्या	मुस्ततील संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
धारण	7	34	10/1	0	05	82
			517	0	00	25

[फा. सं. आर. 25011/31/2001/ओ.आर. I]
एस. एस. केमवाल, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 1st May, 2002

S. O. 1487.—.Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the notification, issued

under sub-section 1 of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to laying of the pipeline under the land to Shri J.K. Ahuja, Competent Authority, Salaya-Mathura Pipeline (Augmentation) Project, Indian Oil Corporation Ltd., Kothi No. 1439 Sector-15, Urban Estate, Sonepat (Haryana)-131001.

Tehsil:Bawal Dist:Rewari State:Haryana

Name of Village	Hadbast No.	Mustatil No.	Khasra/ Killa No.	Area		
				Hectare.	Are.	Sq.Mtr.
1	2	3	4	5	6	7
Dharan	7	34	10/1	0	05	82
			517	0	00	25

[No R 25011/31/2001/OR I]
S S KEMWAL, Under Secy

नई दिल्ली, 1 मई, 2002

का. आ. 1488.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962) (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2527, तारीख 18 सितम्बर, 2001 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची के पृष्ठ 5291 पर मुस्तितिल संख्या "46" और खसरा / किला संख्या "8/2/2" में "0.00.25" क्षेत्र के स्थान पर "0.04.30" क्षेत्र रखा जाएगा।

[फा. सं आर 25011/31/2001/ओ.आर. I]
एस. एस केमवाल, अवर सचिव

New Delhi, the 1st May, 2002

S. O. 1488.- In exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2527, dated the 18th September, 2001 namely:-

In the said notification in the Schedule, at page 5299, against village "Dharan", in Mustatil No. "46" and Khasra / Killa No. "8/2/2 for the area "0-00-25" the area 0-04-30 shall be substituted.

[No R 25011/31/2001/OR I]
S S. KEMWAL, Under Secy.

नई दिल्ली, 1 मई, 2002

का. आ. 1489— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त उधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक 2529 तारीख 11 सितम्बर, 2001 उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में राजस्थान राज्य तहसील सांगानेर, जिला जयपुर में इन्डियन ऑयल कॉरपोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइप लाइन प्रणाली परियोजना के विरमगाम-चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्धन के कार्यावयन के लिए गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक तथा राजस्थान राज्य में चाकसू से होकर अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ साधारण जनता को तारीख 8अक्तूबर,2001 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाना चाहिए ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार, धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त, इन्डियन ऑयल कॉरपोरेशन में निहित होगा।

अनुसूची

तहसील: सांगानेर जिला: जयपुर राज्य: राजस्थान

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
पालड़ी मीना	364	0	13	50
	167	0	05	80
	170	0	12	05
	197	0	09	05
	197/933	0	04	86
	203	0	11	16
	205	0	11	07
	301	0	12	42
	309	0	07	74
	312	0	07	56
	317	0	21	24
	335	0	04	59
	336	0	03	78
	333	0	00	30
	337	0	04	59
	424	0	03	69
	427	0	25	88
	430	0	01	08
	431	0	02	91
	432	0	08	59

[फा. सं. आर. 25011/34/2001/ओ.आर. I]
एस. एस. केमवाल, अवर सचिव

New Delhi, the 1st May, 2002

S. O. 1489.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. number 2529, dated the 19th September, 2001 issued under Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat and Chaksu-Mathura Sections of Salaya-Mathura Pipeline System Project" in Tehsil-Sanganer, District-Jaipur in Rajasthan State ;

And whereas copies of the said Gazette notification were made available to the public on the 8th October, 2001 ;

And whereas the competent authority has under sub section (1) of section 6 of the said Act. has submitted its report to the Central Government ;

And whereas the Central Government. after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this Notification should be acquired ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall, instead of vesting in the Central Government, vest, on the date of publication of this declaration, in the Indian Oil Corporation, Limited, free from all encumbrances.

SCHEDULE

Tehsil : Sanganer **District : Jaipur** **State : Rajasthan**

Name of Village	Khasra No.	Area		
		Hectare	Are	Sq mtr.
1	2	3	4	5
Palrimeena	364	0	13	50
	167	0	05	80
	170	0	12	05
	197	0	09	05

1	2	3	4	5
Parimeena (contd.)	197/933	0	04	86
	203	0	11	16
	205	0	11	07
	301	0	12	42
	309	0	07	74
	312	0	07	56
	317	0	21	24
	335	0	04	59
	336	0	03	78
	333	0	00	30
	337	0	04	59
	424	0	03	69
	427	0	25	88
	430	0	01	08
	431	0	02	91
	432	0	08	59

[No. R 25011/34/2001/OR I]
S S KEMWAL, Under Secy.

नई दिल्ली, 1 मई, 2002

का. आ. 1490.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं0 का0 आ0 1406 तारीख 19 जून, 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में इंडियन आयल कारपोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन [illegible] परियोजना के विरमगाम-चाक्सू, चाक्सू-पानीपत और चाक्सू-मथुरा सेक्शनों के [illegible] के कार्यान्वयन के लिए गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक [illegible] राजस्थान राज्य में चाक्सू से होकर अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन [illegible] के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की [illegible] की,

[illegible] अधिसूचना की प्रतियां जनता को तारीख 9.7.2001 को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार को उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः, [illegible] केन्द्रीय [illegible], उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त [illegible] हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में [illegible] के अधिकार का अर्जन किया जाता है;

[illegible] अधिजयम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों [illegible] निदेश [illegible] है कि उक्त भुमि में उपयोग का अधिकार इस घोषणा [illegible] से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से [illegible] कॉरपोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : चाणस्मा	जिला : पाटण		राज्य : गुजरात		
गाँव का नाम	सर्वे सं	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
सुणसर	914		0	12	72
	866		0	05	91
	865		0	05	49
	864		0	03	13
	869		0	03	06
	870		0	11	19
	871		0	03	80
	872	पी	0	09	50
	873	1पी2	0	00	86
	855		0	08	66
	853		0	02	82
	854		0	06	09
	878	पी	0	12	28
	843		0	13	43
	837		0	10	35
	796		0	06	31
	797		0	02	14
	798		0	00	[illegible]
	798	पी	0	13	26
	800	1	0	07	39
	800	2	0	06	23
	803		0	07	58
	567	1	0	02	64
	567	2पी	0	07	87
	569		0	08	66
	570		0	08	19
	565		0	00	26
	564		0	08	12
	544		0	26	50
	543	पी	0	17	54
धीणोज	576	पी	0	06	52
	574		0	08	66
	573	1	0	03	22

1	2	3	4	5	6
	566		0	02	01
	568		0	19	22
	934		0	02	01
	935		0	22	67
	924		0	06	66
	925		0	03	17
	923		0	03	37
	922		0	03	17
	921	पी	0	06	02
	902		0	05	60
	901		0	00	63
	900		0	06	16
	899	2	0	06	50
	898		0	02	43
	800		0	09	32
	799	1	0	04	88
	798		0	04	86
	795		0	00	20
	796		0	02	28
	794		0	01	95
	793		0	06	34
	720	पी	0	09	52
	717	पी	0	07	92
	714		0	05	28
	714	1	0	05	49
	713		0	09	21
	712		0	00	20
	2816		0	09	53
	2815	3	0	01	61
	2827		0	39	84
	2828		0	00	20
	2837		0	22	67
	2838		0	23	06
	2839		0	16	43
दाणोदरडा	101		0	11	01
	98		0	00	81
	81		0	02	31
	82		0	07	29
	95		0	07	85
	94		0	06	61

1	2	3	4	5	6
	93	पी	0	03	14
	91	1	0	01	68
	91	2	0	02	94
	92	पी1	0	00	43
	92	पी2	0	01	25
	22		0	01	52
	20		0	02	70
	19	पी	0	03	17
	18		0	03	37
	299	1	0	03	54
	300		0	02	52
	302		0	10	93
	303		0	00	63
	304	पी1	0	02	95
	304	पी2	0	01	60
	305	पी	0	04	70
	307		0	03	77
	596		0	00	20
	595		0	04	25
	637		0	06	94
	636		0	08	13
	638		0	00	45
	642	1	0	11	13
	642	2	0	02	20
	643	पी	0	06	64
	648	3	0	05	06
	648	1	0	05	17
	647		0	01	24
	648	2	0	00	30
	650	2	0	02	96
	650	1	0	06	28
	651		0	03	80
	652	पी	0	06	10
मुलथाणीया	14	1	0	01	18
	13	1	0	00	75
	13	2	0	06	30
	12	2	0	06	47
	22		0	02	14
	21		0	07	70
	34		0	02	57

1	2	3	4	5	6
	23		0	03	18
	33		0	04	00
	30		0	04	05
	32		0	00	70
	31		0	07	34
	48		0	09	14
	50		0	00	65
	54		0	00	20
	55		0	03	96
	56		0	03	75
	59	1	0	04	01
	59	2	0	00	20
	61		0	02	00
	60		0	04	78
	64		0	07	97
	117		0	00	20
	65		0	05	34
	66		0	00	20
	99		0	03	48
	98		0	00	20
	100		0	07	16
	101	1	0	02	25
	101	2	0	07	39
	104		0	05	67
	103		0	02	44
	108	1	0	07	41
	108		0	00	64
पलासर	821		0	07	34
	822		0	06	67
	823		0	01	82
	831		0	06	76
	830	पी	0	07	60
	840	पी	0	07	60
	849	पी	0	08	40
	850	पी	0	00	20
	854		0	0[illegible]	53
	852		0	02	13
	853		0	05	15
	855		0	04	13
	856		0	00	36

1	2	3	4	5	6
	10		0	10	98
	9		0	05	91
	8	पी	0	07	34
	17	पी	0	00	20
	25		0	08	45
	26		0	00	20
	24		0	00	92
	23		0	10	50
	20	पी	0	01	04
	22	पी	0	04	37
	21	पी	0	09	88
सेलावी	224	पी	0	01	83
	223	पी	0	10	48
	221	पी	0	00	30
	222		0	15	31
	242		0	00	79
	215		0	08	71
	214		0	07	98
	213		0	07	40
	135		0	07	06
	136		0	04	32
	137	पी	0	00	40
	134	पी	0	00	20
	138		0	15	01
	107		0	08	31
	109	पी	0	03	46
	105		0	05	12
	104	पी	0	05	17
	93		0	01	61
	94		0	08	66

[फा. सं. आर. 25011/9/2001/ओ.आर. I-Vol II]

एस. एस. केमवाल, अवर सचिव

New Delhi, the 1st May, 2002

S. O. 1490.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 1406 dated the 19th June, 2001 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project

And whereas, copies of the said notification were made available to the public on 9 07 2001,

And whereas, the competent authority has under sub-section (1) of section 6 of the said Act has submitted his report to the Central Government.

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances

SCHEDULE

Taluka : CHANASMA	District : PATAN		State : GUJARAT		
			Area		
Name of the Village	Survey no.	Sub-Division no.	Hectare	Are	Sq.mtr.
1	2	3	4	5	6
SUNSAR	914		0	12	72
	866		0	05	91
	865		0	05	49
	864		0	03	13
	869		0	03	08
	870		0	11	19
	871		0	03	80
	872	P	0	09	50
	873	1P2	0	00	86
	855		0	08	66
	853		0	02	82
	854		0	06	09
	878	P	0	12	28
	843		0	13	43
	837		0	10	35
	796		0	06	31
	797		0	02	14
	798		0	00	05
	798	P	0	13	26
	800	1	0	07	39
	800	2	0	06	23
	803		0	07	58
	567	1	0	02	64
	567	2P	0	07	87
	569		0	08	66
	570		0	08	19
	565		0	00	26
	564		0	08	12
	544		0	26	50
	543	P	0	17	54
DHINOJ	576	P	0	06	52
	574		0	08	66
	573	1	0	03	22

1	2	3	4	5	6
	566		0	02	01
	568		0	19	22
	934		0	02	01
	935		0	22	67
	924		0	06	66
	925		0	03	17
	923		0	03	37
	922		0	03	17
	921	P	0	06	02
	902		0	05	60
	901		0	00	63
	900		0	06	16
	899	2	0	06	50
	898		0	02	43
	800		0	09	32
	799	1	0	04	88
	798		0	04	86
	795		0	00	20
	796		0	02	28
	794		0	01	95
	793		0	06	34
	720	P	0	09	52
	717	P	0	07	92
	714		0	05	28
	714	1	0	05	49
	713		0	09	21
	712		0	00	20
	2816		0	09	53
	2815	3	0	01	61
	2827		0	39	84
	2828		0	00	20
	2837		0	22	67
	2838		0	23	06
	2839		0	16	43
DANODARDA	101		0	11	01
	98		0	00	81
	81		0	02	31
	82		0	07	29
	95		0	07	85
	94		0	06	61

1	2	3	4	5	6
	93	P	0	03	14
	91	1	0	01	68
	91	2	0	02	94
	92	P1	0	00	43
	92	P2	0	01	25
	22		0	01	52
	20		0	02	70
	19	P	0	03	17
	18		0	03	37
	299	1	0	03	54
	300		0	02	52
	302		0	10	93
	303		0	00	63
	304	P1	0	02	95
	304	P2	0	01	60
	305	P	0	04	70
	307		0	03	77
	596		0	00	20
	595		0	04	25
	637		0	06	94
	636		0	08	13
	638		0	00	45
	642	1	0	11	13
	642	2	0	02	20
	643	P	0	06	64
	648	3	0	05	06
	648	1	0	05	17
	647		0	01	24
	648	2	0	00	30
	650	2	0	02	96
	650	1	0	06	28
	651		0	03	80
	652	P	0	06	10
MULTHANIYA	14		0	01	18
	13	1	0	00	75
	13	2	0	06	30
	12	2	0	06	47
	22		0	02	14
	21		0	07	70
	34		0	02	57

1	2	3	4	5	6
	23		0	03	18
	33		0	04	00
	30		0	04	05
	32		0	00	70
	31		0	07	34
	48		0	09	14
	50		0	00	65
	54		0	00	20
	55		0	03	96
	56		0	03	75
	59	1	0	04	01
	59	2	0	00	20
	61		0	02	00
	60		0	04	78
	64		0	07	97
	117		0	00	20
	65		0	05	34
	66		0	00	20
	99		0	03	48
	98		0	00	20
	100		0	07	16
	101	1	0	02	25
	101	2	0	07	39
	104		0	05	67
	103		0	02	44
	108	1	0	07	41
	108		0	00	64
PALASAR	821		0	07	34
	822		0	06	67
	823		0	01	82
	831		0	06	76
	830	P	0	07	60
	840	P	0	07	60
	849	P	0	08	40
	850	P	0	00	20
	854		0	02	53
	852		0	02	13
	853		0	05	15
	855		0	04	13
	856		0	00	36

1	2	3	4	5	6
	10		0	10	98
	9		0	05	91
	8	P	0	07	34
	17	P	0	00	20
	25		0	08	45
	26		0	00	20
	24		0	00	92
	23		0	10	50
	20	P	0	01	04
	22	P	0	04	37
	21	P	0	09	88
SELAVI	224	P	0	01	83
	223	P	0	10	48
	221	P	0	00	30
	222		0	15	31
	242		0	00	79
	215		0	08	71
	214		0	07	98
	213		0	07	40
	135		0	07	06
	136		0	04	32
	137	P	0	00	40
	134	P	0	00	20
	138		0	15	01
	107		0	08	31
	109	P	0	03	46
	105		0	05	12
	104	P	0	05	17
	93		0	01	61
	94		0	08	66

[No R 25011/9/2001/OR I-Vol II]
S S KEMWAL, Under Secy.

नई दिल्ली, 1 मई, 2002

का. आ. 1491.—केन्द्रीय सरकार ने **पेट्रोलियम और खनिज पाइप लाइन** (भूमि में **उपयोग के** अधिकार का **अर्जन**) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं0 का0 आ0 1407 तारीख 19 जून, 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में इंडियन आयल कारपोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली परियोजना के विरमगाम-चाक्सू, चाक्सू-पानीपत और चाक्सू-मथुरा सेक्शनों के संवर्धन के कार्यान्वयन के लिए गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाक्सू से होकर अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 9.7.2001 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार को उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शाक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनयम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शाक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भुमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : उंझा		जिला : महेसाणा	राज्य : गुजरात		
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
डाभी	348		0	11	33
	339		0	08	31
	344		0	02	72
	340		0	07	13
	342		0	01	88
	341		0	05	84
	268	पी	0	11	58
	267		0	06	74
	274	1	0	04	32
	274	2	0	07	08
	245		0	06	44
	239		0	07	56
	240		0	10	67
	220		0	04	95
	159		0	10	17
	160	पी	0	05	16
	147		0	00	69
	146	पी	0	14	15
	144		0	09	10
	145	1	0	03	88
	141	पी	0	06	08
	140		0	07	87
	97		0	01	11
	103	पी	0	12	25
	105	पी	0	11	72
सुणोक	174	1	0	00	20
	174	2	0	03	38
	175		0	06	75
	176	1पी	0	01	74
	171		0	04	59
	169	2	0	06	59

1	2	3	4	5	6
	169	3	0	00	75
	178		0	12	90
	167	1	0	00	97
	167	2	0	00	05
	268	पी	0	06	76
	269		0	06	84
	270	पी	0	05	39
	271		0	01	46
	237	पी	0	07	13
	236	पी	0	01	20
	235	1	0	04	91
	235	2	0	04	77
	234		0	00	20
	233	पी	0	07	44
	232	पी	0	06	28
	327	1/4	0	10	04
	327	2	0	00	75
	327	3	0	00	92
	328	1	0	02	73
	329	1	0	05	39
	330	पी	0	06	02
	332		0	01	74
	336	पी	0	04	44
	337	पी	0	01	64
	338		0	04	91
	345	पी	0	18	80
	348		0	08	76
	349		0	04	22
	350		0	06	16
	358		0	01	33
टुडांव	797		0	02	99
	798		0	06	55
	799	1	0	01	29
	818	पी	0	01	90

1	2	3	4	5	6
	817		0	09	24
	816		0	03	27
	822		0	06	76
	823		0	07	71
	824		0	00	79
	849	1पी	0	00	44
	849	2	0	11	98
	857		0	05	31
	848	1	0	04	84
	848	2	0	01	28
	870	1	0	03	49
	870	2	0	03	16
	871		0	05	91
	873	पी	0	06	65
	875		0	08	70
	874	1	0	00	60
	876	पी	0	04	18
	877		0	07	18
	36	2	0	07	60
	36	1	0	06	02
	43		0	05	33
	48	1पी	0	05	23
	44		0	04	17
	46	पी1	0	02	94
	46	पी2	0	09	10
	57		0	06	39
	58		0	05	91
	59	2	0	06	31
	60	1डी	0	01	87
	60	1ड़ी	0	06	10
	60	2	0	03	88
	84		0	00	61
	83		0	01	55
	82	1	0	03	38
	82	2	0	02	94
	79	पी	0	11	40
	77	3	0	06	29

1	2	3	4	5	6
	101	1	0	06	39
	101	2पी	0	09	08
	100	1	0	01	46
	100	2	0	00	27
	120	2	0	00	20
	122	1/पी	0	10	88
	123		0	00	20
	149		0	09	98
	148	पी	0	12	30
	146		0	00	22
	147		0	16	94
	187	1	0	07	28
	187	2	0	06	21
	190		0	04	33
	197	3पी	0	10	24
	197	2	0	16	68
	197	1	0	01	47
	196		0	06	76
वरबौंडा	734	1पी	0	06	12
	734	2पी	0	05	49
	732		0	04	12
	733		0	10	14
	717	1पी	0	05	75
	717	2पी	0	04	98
	716	1पी	0	03	86
	668	1	0	01	90
	666	1	0	07	29
	665		0	00	91
	664	1	0	08	55
	664	2	0	08	22
	663	2	0	08	44
	660	1	0	02	17
	29	1	0	03	28
	29	2	0	04	64

1	2	3	4	5	6
	30		0	05	28
	28	1	0	01	74
	28	2	0	03	48
	28	3	0	05	82
	27	1	0	00	27
	27	2	0	06	89
	26	3	0	05	81
	26	4	0	05	28
	25	3	0	11	62
	53		0	08	18
	56	1	0	05	23
	55		0	07	81
	51	2पी	0	07	13
	85	6	0	14	78
	87	4	0	01	27
	88	4	0	11	58
	88	11	0	06	50
	88	13	0	07	00
	161	2पी	0	04	86
	160	1पी	0	09	96
	160	3पी	0	00	65
	159		0	11	04
	113		0	01	58
	138	1	0	07	18
	138	2	0	05	17
	138	3	0	00	10
	138	5	0	09	03
	137	2	0	00	77
	139		0	08	54
	140	1पी	0	04	07
	140	2पी	0	04	22
	142		0	06	60
	143	1	0	06	33
	143	2	0	07	66
वीसोल	53		0	15	84

1	2	3	4	5	6
	54	2	0	00	20
	51		0	08	65
	50		0	00	20
	49	1	0	04	22
	49	2	0	09	19
	47		0	08	97
	46	1	0	07	76
	46	2	0	00	05
	45	1	0	03	85
	34	2	0	01	27
	35		0	10	72
	30	2	0	08	24
	36		0	04	06
	37		0	04	49
	28		0	11	22
	24		0	08	51
	21		0	06	97
	20		0	08	66
	19	1	0	00	50
	19	2	0	08	90
	7	2	0	00	05
	7	3	0	07	37
	6		0	01	48
	5		0	08	24

[फा स आर 25011/9/2001/ओ आर I-Vol II]

एस एस केमवाल, अवर सचिव

New Delhi the 1st May, 2002

S. O. 1491.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S O 1407 dated the 19th June, 2001 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu, Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project

And whereas, copies of the said notification were made available to the public on 9 07 2001,

And whereas, the competent authority has under sub-section (1) of section 6 of the said Act has submitted his report to the Central Government,

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired,

And further, in exercise of the powers conferred by sub-section (4) of section 6 the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances

SCHEDULE

Taluka : UNJHA	District : MEHSANA		State : GUJARAT		
Name of the Village	Survey no	Sub-Division no	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
DABHI	348		0	11	33
	339		0	08	31
	344		0	02	72
	340		0	07	13
	342		0	01	88
	341		0	05	84
	268	P	0	11	58
	267		0	06	74
	274	1	0	04	32
	274	2	0	07	08
	245		0	06	44
	239		0	07	56
	240		0	10	67
	220		0	04	95
	159		0	10	17
	160	P	0	05	16
	147		0	00	69
	146	P	0	14	15
	144		0	09	10
	145	1	0	03	88
	141	P	0	06	08
	140		0	07	87
	97		0	01	11
	103	P	0	12	25
	105	P	0	11	72
SUNAK	174	1	0	00	20
	174	2	0	03	38
	175		0	06	75
	176	1P	0	01	74
	171		0	04	59
	169	2	0	06	59

1	2	3	4	5	6
	169	3	0	00	75
	178		0	12	90
	167	1	0	00	97
	167	2	0	00	05
	268	P	0	06	76
	269		0	06	84
	270	P	0	05	39
	271		0	01	46
	237	P	0	07	13
	236	P	0	01	20
	235	1	0	04	91
	235	2	0	04	77
	234		0	00	20
	233	P	0	07	44
	232	P	0	06	28
	327	1/4	0	10	04
	327	2	0	00	75
	327	3	0	00	92
	328	1	0	02	73
	329	1	0	05	39
	330	P	0	06	02
	332		0	01	74
	336	P	0	04	44
	337	P	0	01	64
	338		0	04	91
	345	P	0	18	80
	348		0	08	76
	349		0	04	22
	350		0	06	16
	358		0	01	33
TUNDAV	797		0	02	99
	798		0	06	55
	799	1	0	01	29
	818	P	0	01	90

1	2	3	4	5	6
	817		0	09	24
	816		0	03	27
	822		0	06	76
	823		0	07	71
	824		0	00	79
	849	1P	0	00	44
	849	2	0	11	98
	857		0	05	31
	848	1	0	04	84
	848	2	0	01	28
	870	1	0	03	49
	870	2	0	03	16
	871		0	05	91
	873	P	0	06	65
	875		0	08	70
	874	1	0	00	60
	876	P	0	04	18
	877		0	07	18
	36	2	0	07	60
	36	1	0	06	02
	43		0	05	33
	48	1P	0	05	23
	44		0	04	17
	46	P1	0	02	94
	46	P2	0	09	10
	57		0	06	39
	58		0	05	91
	59	2	0	06	31
	60	1D	0	01	87
	60	1E	0	06	10
	60	2	0	03	88
	84		0	00	61
	83		0	01	55
	82	1	0	03	38
	82	2	0	02	94
	79	P	0	11	40
	77	3	0	06	29

1	2	3	4	5	6
	101	1	0	06	39
	101	2P	0	09	08
	100	1	0	01	46
	100	2	0	00	27
	120	2	0	00	20
	122	1/P	0	10	88
	123		0	00	20
	149		0	09	98
	148	P	0	12	30
	146		0	00	22
	147		0	16	94
	187	1	0	07	28
	187	2	0	06	21
	190		0	04	33
	197	3P	0	10	24
	197	2	0	16	68
	197	1	0	01	47
	196		0	06	76
VARVADA	734	1P	0	06	12
	734	2P	0	05	49
	732		0	04	12
	733		0	10	14
	717	1P	0	05	75
	717	2P	0	04	98
	716	1P	0	03	86
	668	1	0	01	90
	666	1	0	07	29
	665		0	00	91
	664	1	0	08	55
	664	2	0	08	22
	663	2	0	08	44
	660	1	0	02	17
	29	1	0	03	28
	29	2	0	04	64

1	2	3	4	5	6
	30		0	05	28
	28	1	0	01	74
	28	2	0	03	48
	28	3	0	05	82
	27	1	0	00	27
	27	2	0	06	89
	26	3	0	05	81
	26	4	0	05	28
	25	3	0	11	62
	53		0	08	18
	56	1	0	05	23
	55		0	07	81
	51	2P	0	07	13
	85	6	0	14	78
	87	4	0	01	27
	88	4	0	11	58
	88	11	0	06	50
	88	13	0	07	00
	161	2P	0	04	86
	160	1P	0	09	96
	160	3P	0	00	65
	159		0	11	04
	113		0	01	58
	138	1	0	07	18
	138	2	0	05	17
	138	3	0	00	10
	138	5	0	09	03
	137	2	0	00	77
	139		0	08	54
	140	1P	0	04	07
	140	2P	0	04	22
	142		0	06	60
	143	1	0	06	33
	143	2	0	07	66
VISOL	53		0	15	84

1	2	3	4	5	6
	54	2	0	00	20
	51		0	08	65
	50		0	00	20
	49	1	0	04	22
	49	2	0	09	19
	47		0	08	97
	46	1	0	07	76
	46	2	0	00	05
	45	1	0	03	85
	34	2	0	01	27
	35		0	10	72
	30	2	0	08	24
	36		0	04	06
	37		0	04	49
	28		0	11	22
	24		0	08	51
	21		0	06	97
	20		0	08	66
	19	1	0	00	50
	19	2	0	08	90
	7	2	0	00	05
	7	3	0	07	37
	6		0	01	48
	5		0	08	24

नई दिल्ली, 1 मई, 2002

का. आ. 1492.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं0 का0 आ0 1408 तारीख 19 जून, 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भुमि में इंडियन आयल कारपोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली परियोजना के विरमगाम-चाक्सू, चाक्सू,-पानीपत और चाक्सू-मथुरा सेक्शनों के संवर्धन के कार्यान्वयन के लिए गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाक्सू से होकर अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 9.7.2001 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार को उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शाक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनयम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शाक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भुमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : बेचराजी		जिला : महेसाणा	राज्य : गुजरात		
			क्षेत्रफल		
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
रांतेज	275	1पी	0	00	31
	274		0	13	56
	273	1पी	0	09	51
	273	2पी	0	12	38
	323	2	0	03	69
	323	1	0	08	24
	324		0	09	06
	340	4	0	09	93
	340	1	0	11	64
	341		0	09	87
	342		0	06	83
	338	पी	0	34	17
	344		0	08	03
	345	2पी	0	21	01
	361		0	02	73
	247	3	0	14	94
	247	4	0	12	57
	252		0	26	11
	241	1	0	06	39
	241		0	18	75
	161	2पी	0	01	18
	160		0	09	94
	158		0	05	97
	159		0	05	09
	152	2	0	00	33
	56	6पी	0	13	84
	56	7पी	0	14	79
	56	8पी	0	00	20
	56	9पी	0	14	78
	55		0	03	22
रुपपुरा	310		0	05	47
	309		0	11	96

1	2	3	4	5	6
	335		0	15	52
	343		0	19	17
	344		0	06	02
	615		0	11	25
	614	अ	0	02	22
	611		0	10	67
	603		0	15	18
	26	2	0	06	97
	55	1	0	01	11
	54		0	10	51
	53	3	0	02	27
	46	1	0	06	07
	47		0	11	09
	48		0	07	40
अंसजोल	325		0	05	62
	333		0	12	49
	328		0	13	41
	329		0	08	87
	303		0	00	20
	306	3	0	16	16
	304		0	02	42
	305	पी1	0	04	42
	262		0	14	64
	91	3	0	03	17
	93	2	0	03	74
	93	3	0	09	04
	95		0	06	50
	96	2	0	03	00
	97		0	05	89
	140		0	10	66
	139		0	03	38
	142		0	10	77
	143	1	0	06	55
	145		0	05	25
	144		0	08	14
	168	2	0	05	70
	169		0	03	01

1	2	3	4	5	6
	170		0	06	76
	164	पी	0	19	85
वणपुरा	32		0	05	70
	29		0	30	25
	26		0	02	93
	25		0	04	44
	24		0	11	22
	23		0	03	14
करणसागर	235	18पी	0	00	10
	235	21पी	0	12	04
	235	22पी	0	28	12
	173	112	0	23	91
	173	109	0	18	43
	173	107	0	14	54
	173	106	0	05	31
	173	105	0	14	86
	173	103	0	13	36
	173	101	0	14	36
	173	99	0	16	53
	173	93	0	07	19
	173	92	0	04	28
	173	61	0	.00	40
	173	60	0	00	20
जेतपुरा	89		0	02	91
	88	पी	0	10	04
	88	1	0	11	85
	88	2	0	13	76
	87	33	0	10	64
	87	12	0	02	83
	87	13	0	02	75
	87	3/पी3	0	00	78
	87	4/1पी	0	19	52
रणेला	502		0	07	45
	501		0	16	05
	505	2पी	0	01	16
	500	1पी	0	09	17
	500	2पी	0	02	16

1	2	3	4	5	6
	499		0	03	70
	497		0	02	48
	498		0	10	19
	495	1पी	0	01	22
	495	2पी	0	09	82
	483		0	02	70
	442	1पी	0	03	12
	441		0	04	86
	435		0	03	78
	436		0	00	20
	439		0	06	70
	438		0	12	36
	407		0	09	92
	408		0	07	22
	404		0	04	57
	349	2पी	0	07	89
	350	1पी	0	07	98
	350	2पी	0	06	78
	311		0	09	98
	310		0	11	93
	303		0	13	47
	302		0	06	86
	301	2पी	0	01	89
	297		0	09	65
	298		0	11	51
	225		0	08	98
	227		0	05	68
	229	1पी	0	06	26
	229	2पी	0	06	78
	248	1पी	0	10	99
	248	2पी	0	05	59
कनोड़ा	824	पी1	0	00	20
	824	पी2	0	04	72
	825		0	08	01
	826		0	09	22
	819		0	09	19
	817	पी2	0	18	16

1	2	3	4	5	6
	844		0	13	15
	843		0	07	47
	845		0	04	24
	846		0	09	85
	852		0	09	27
	848		0	00	26
	851		0	06	61
	850		0	09	08
	849		0	03	48
	980		0	05	91
	983		0	08	92
	984		0	04	78
	987		0	12	09
	1003		0	01	21
	1002		0	11	25
	1000		0	08	50
	998		0	06	71
	128	पी	0	18	06
	1183		0	09	08
	1130		0	16	68
	1133	पी1	0	07	35
	1133	पी2	0	00	15
	1136		0	04	27
	1138	पी1	0	06	23
	1138	पी2	0	04	33
	1144		0	00	27
	1152		0	25	77

[No R 25011/9/2001/OR I-Vol II]
S S KEMWAL, Under Secy

New Delhi, the 1st May, 2002

S. O. 1492.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1408 dated the 19th June, 2001 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu, Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project.

And whereas, copies of the said notification were made available to the public on 09.07.2001;

And whereas, the competent authority has under sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired:

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Encl Schedule

SCHEDULE

Taluka : BECHARAJI	District : MEHSANA		State : GUJARAT		
			Area		
Name of the Village	Survey no.	Sub-Division no.	Hectare	Are	Sq.mtr
1	2	3	4	5	6
RANTEJ	275	1P	0	00	31
	274		0	13	56
	273	1P	0	09	51
	273	2P	0	12	38
	323	2	0	03	69
	323	1	0	08	24
	324		0	09	06
	340	4	0	09	93
	340	1	0	11	64
	341		0	09	87
	342		0	06	83
	338	P	0	34	17
	344		0	08	03
	345	2P	0	21	01
	361		0	02	73
	247	3	0	14	94
	247	4	0	12	57
	252		0	26	11
	241	1	0	06	39
	241		0	18	75
	161	2P	0	01	18
	160		0	09	94
	158		0	05	97
	159		0	05	09
	152	2	0	00	33
	56	6P	0	13	84
	56	7P	0	14	79
	56	8P	0	00	20
	56	9P	0	14	78
	55		0	03	22
RUPPURA	310		0	05	47
	309		0	11	96

1	2	3	4	5	6
	335		0	15	52
	343		0	19	17
	344		0	06	02
	615		0	11	25
	614	A	0	02	22
	611		0	10	67
	603		0	15	18
	26	2	0	06	97
	55	1	0	01	11
	54		0	10	51
	53	3	0	02	27
	46	1	0	06	07
	47		0	11	09
	48		0	07	40
ANSJOL	325		0	05	62
	333		0	12	49
	328		0	13	41
	329		0	08	37
	303		0	00	20
	306	3	0	16	16
	304		0	02	42
	305	P1	0	04	42
	262		0	14	64
	91	3	0	03	17
	93	2	0	03	74
	93	3	0	09	04
	95		0	06	50
	96	2	0	03	00
	97		0	05	89
	140		0	10	66
	139		0	03	38
	142		0	10	77
	143	1	0	06	55
	145		0	05	25
	144		0	08	14
	168	2	0	05	70
	169		0	03	01

1	2	3	4	5	6
	170		0	06	76
	164	P	0	19	85
VANPURA	32		0	05	70
	29		0	30	25
	26		0	02	93
	25		0	04	44
	24		0	11	22
	23		0	03	14
KARANSAGAR	235	18P	0	00	10
	235	21P	0	12	04
	235	22P	0	28	12
	173	112	0	23	91
	173	109	0	18	43
	173	107	0	14	54
	173	106	0	05	31
	173	105	0	14	86
	173	103	0	13	36
	173	101	0	14	36
	173	99	0	16	53
	173	93	0	07	19
	173	92	0	04	28
	173	61	0	00	40
	173	60	0	00	20
JETPURA	89		0	02	91
	88	P	0	10	04
	88	1	0	11	85
	88	2	0	13	76
	87	33	0	10	64
	87	12	0	02	83
	87	13	0	02	75
	87	3/P3	0	00	76
	87	4/1P	0	19	52
RANELA	502		0	07	45
	501		0	16	05
	505	2P	0	01	16
	500	1P	0	09	17
	500	2P	0	02	16

1	2	3	4	5	6
	499		0	03	70
	497		0	02	48
	498		0	10	19
	495	1P	0	01	22
	495	2P	0	09	82
	483		0	02	70
	442	1P	0	03	12
	441		0	04	85
	435		0	03	78
	436		0	00	20
	439		0	06	70
	438		0	12	36
	407		0	09	92
	408		0	07	22
	404		0	04	57
	349	2P	0	07	89
	350	1P	0	07	98
	350	2P	0	06	78
	311		0	09	98
	310		0	11	93
	303		0	13	47
	302		0	06	85
	301	2P	0	01	89
	297		0	09	65
	298		0	11	51
	225		0	08	98
	227		0	05	68
	229	1P	0	06	26
	229	2P	0	06	78
	248	1P	0	10	99
	248	2P	0	05	59
KANODA	824	P1	0	00	20
	824	P2	0	04	72
	825		0	08	01
	826		0	09	22
	819		0	09	19
	817	P2	0	18	16

1	2	3	4	5	6
	844		0	13	15
	843		0	07	47
	845		0	04	24
	846		0	09	85
	852		0	09	27
	848		0	00	26
	851		0	06	61
	850		0	09	08
	849		0	03	48
	980		0	05	91
	983		0	08	92
	984		0	04	78
	987		0	12	09
	1003		0	01	21
	1002		0	11	25
	1000		0	08	50
	998		0	06	71
	128	P	0	18	06
	1183		0	09	08
	1130		0	16	68
	1133	P1	0	07	35
	1133	P2	0	00	15
	1136		0	04	27
	1138	P1	0	06	23
	1138	P2	0	04	33
	1144		0	00	27
	1152		0	25	77

[फा. सं. आर. 25011/9/2001/ओ.आर. I-Vol II]

एस. एस. केमवाल, अवर सचिव

नई दिल्ली, 1 मई, 2002

का. आ. 1493.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं0 का0 आ0 1409 तारीख 19 जून, 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भुमि में इंडियन आयल कारपोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली परियोजना के विरमगाम-चाक्सू, चाक्सू-पानीपत और चाक्सू-मथुरा सेक्शनों के संवर्धन के कार्यान्वयन के लिए गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाक्सू से होकर अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 9.7.2001 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार को उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शाक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनयम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शाक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भुमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : महेसाणा	जिला : महेसाणा		राज्य : गुजरात		
			क्षेत्रफल		
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
रामपुरा (कटोसन)	491		0	25	68
	492		0	00	20
	511		0	12	55
	512		0	18	73
	513		0	10	62
	514		0	08	22
	515		0	07	57
	517		0	08	60
	520		0	07	93
	521		0	10	89
	522		0	09	36
नाडासा	1169		0	14	98
	1168		0	15	90
पलाज	1104		0	07	41
	1106		0	25	42
	1107		0	08	39
	1108		0	29	79
	1110		0	03	71
	1130		0	29	98
	1131		0	22	26
	1150		0	00	20
	1149	पी	0	34	69
	1148		0	15	46
	1147		0	13	83
	1146		0	00	20
	1192		0	20	64
	1191	पी	0	17	81
	1187		0	05	12
	1189		0	05	18
	1188		0	15	59
	1172		0	00	20
	1173		0	07	51
	1174		0	07	61

[No R 25011/9/2001/OR I-Vol II]
S S KEMWAL, Under Secy

New Delhi the 1st May 2002

S. O. 1493.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S O 1409 dated the 19th June, 2001 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project

And whereas, copies of the said notification were made available to the public on 09 07 2001,

And whereas, the competent authority has under sub-section (1) of section 6 of the said Act has submitted his report to the Central Government,

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired,

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances

SCHEDULE

Taluka : MEHSANA	District : MEHSANA		State : GUJARAT		
			Area		
Name of the Village	Survey no.	Sub-Division no.	Hectare	Are	Sq.mtr
1	2	3	4	5	6
RAMPURA (KATOSAN)	491		0	25	68
	492		0	00	20
	511		0	12	55
	512		0	18	73
	513		0	10	62
	514		0	08	22
	515		0	07	57
	517		0	08	60
	520		0	07	93
	521		0	10	89
	522		0	09	36
NADASA	1169		0	14	98
	1168		0	15	90
PALAJ	1104		0	07	41
	1106		0	25	42
	1107		0	08	39
	1108		0	29	79
	1110		0	03	71
	1130		0	29	98
	1131		0	22	26
	1150		0	00	20
	1149	P	0	34	69
	1148		0	15	46
	1147		0	13	83
	1146		0	00	20
	1192		0	20	64
	1191	P	0	17	81
	1187		0	05	12
	1189		0	05	18
	1188		0	15	59
	1172		0	00	20
	1173		0	07	51
	1174		0	07	61

[फा. सं. आर. 25011/9/2001/ओ.आर. I-Vol. II]

एस. एस. केमवाल, अवर सचिव

नई दिल्ली, 1 मई, 2002

का. आ. 1494.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं0 का0 आ0 1410 तारीख 19 जून, 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भुमि में इंडियन आयल कारपोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली परियोजना के विरमगाम-चाक्सू, चाक्सू,-पानीपत और चाक्सू-मथुरा सेक्शनों के संवर्धन के कार्यान्वयन के लिए गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाक्सू से होकर अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 9.7.2001 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार को उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

r ; केन्द्रीय सरकार, उक्त अधिनयम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भुमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : देत्रोज रामपुरा जिला : अहमदाबाद राज्य : गुजरात

गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
अद्यार (अशोकनगर)	104		0	15	19
	96		0	16	34
	95	1	0	09	27
	95	2	0	10	03
	94		0	14	16
बोसका	304		0	11	45
	305		0	09	65
	307		0	11	71
	308		0	23	68
	309		0	18	66
	310		0	18	01
	41		0	04	89
	39		0	00	20
	37		0	01	13
	32		0	09	18
	30		0	09	41
	28		0	28	45
	26		0	01	25
	64		0	15	19
	67		0	11	45
	77		0	06	44
भंकोडा	258		0	01	70
	262		0	00	39
	264	1	0	21	28
	264	2/1	0	05	64
	266		0	17	29
	270		0	32	17
	268		0	05	19
	269		0	17	75
	216	पी	0	22	90
	217		0	11	84
	215		0	18	18
	211		0	00	20

1	2	3	4	5	6
	196		0	12	79
	193		0	40	45
	134	1	0	05	70
रामपुरा	239		0	15	06
	242	1/1	0	43	30
	243	2	0	24	08
	245		0	00	27
	246		0	00	47
	248	1	0	27	72
	253		0	39	03
	254		0	28	41
	286	2	0	31	52
	288	2	0	18	27
	289	2	0	25	30
	415	1	0	00	20
	414		0	18	41
	291		0	31	48
	293		0	24	12
	294	1	0	12	47
	307	1	0	06	08
	307	2	0	05	50
	306		0	09	65
	305	1	0	02	19
	305	2	0	23	42
	305	3	0	03	76
	302	1	0	24	76
	352		0	32	75
	353	1	0	28	78
	377		0	18	42
	376	4	0	26	37
	375	2	0	28	64
कांड़ा	811	1	0	15	68
	811	2	0	09	98
	810	1	0	14	97
	810	2	0	12	83
	809	1	0	23	17
	801		0	03	91

1	2	3	4	5	6
	802	2	0	21	12
	800	2	0	14	17
	772	1	0	12	09
	796		0	00	20
	797		0	23	23
	794	1	0	21	83
	793		0	05	79
	792	1	0	25	75
सदातपरा	287	1	0	01	00
	287	2	0	25	02
	286		0	27	10
	292	1	0	16	04
	293		0	55	42
	281	3	0	11	76
	298	2	0	15	45
	298	3	0	07	84
	298	4	0	07	84
	298	5	0	07	84
	298	6	0	04	98
	298	7	0	07	12
	298	8	0	16	39
	299	1	0	01	80
	297	2	0	00	30
	297	3	0	00	31
	301		0	01	10
	300	1	0	13	78
	302	1	0	22	90
	304		0	16	75
	307	4	0	06	41
	307	5	0	15	33
	306		0	02	14
	362		0	52	30
	361		0	01	72
	364	1	0	00	41
	365		0	19	60
	234	पी	0	04	23
	233		0	43	78

1	2	3	4	5	6
	236		0	36	00
	221		0	17	64
	220		0	27	18
	219		0	00	20
	218		0	29	58
	217		0	34	75
देकावाड़ा	623		0	22	46
	67	25	0	50	33
	67	27	0	05	00
	124	5	0	00	55
	123	खपी	0	01	40
	122		0	00	20
	121		0	09	88
	119	क	0	07	06
	113	8	0	08	54
	114	1	0	16	40
	114	2	0	17	99
	111	4	0	12	12
	111	5	0	03	56
	111	6	0	04	28
	111	7	0	12	20
	109		0	46	33
	103	ख/पी	0	27	09
	101		0	00	20
	178		0	00	20
	180		0	19	43
	183	1	0	35	09
	183	2	0	15	12
	320	1	0	00	20
	325	1	0	08	73
	325	2	0	03	21
	326	3	0	08	76
	435	1	0	00	40
	433		0	01	25
	327	4	0	00	20
	432		0	07	06
	621	1+2	0	10	07

1	2	3	4	5	6
	619		0	23	26
	429	1	0	17	90
	428	1	0	25	13
	415		0	17	03
	414		0	11	40
	413		0	13	65
	418		0	00	20
	412	1	0	05	67
	380	1	0	17	57
	380	2	0	09	27
	379		0	21	58
	375	4	0	15	31
	616		0	09	93
	381		0	39	87
	383	1	0	00	38
	368		0	39	44
	369	1	0	23	05
	369	2	0	16	10
	369	4	0	27	20
	369	5	0	01	41
	369	6	0	22	09
	369	7	0	11	23
	364	1	0	09	62
	364	2	0	04	28
गमानपुरा	88	1	0	19	25
नदीशाला	273		0	30	29
	287		0	15	38
	271		0	09	26
	292		0	11	22
	288		0	01	32
	290		0	14	46
	291		0	02	67
	301		0	19	71
	300		0	08	91
	299		0	21	23
	298		0	23	05
	309		0	27	80

1	2	3	4	5	6
	310		0	17	45
	312		0	09	70
	313		0	18	35
रुदातल	52	1	0	01	68
	52	3	0	00	20
	52	5	0	04	98
	51	1	0	26	55
	53	14	0	05	34
	53	15	0	20	50
	35	1	0	12	12
	35	2/2	0	07	84
	36	1	0	27	20
	36	2	0	01	40
	34		0	00	20
	37	2	0	00	30
	38	1	0	19	95
	38	2	0	14	89
	31	1	0	21	03
	109	1	0	09	98
	29	1	0	09	98
	110	1	0	01	20
	110	2	0	18	53
	110	3	0	07	45
	114	1	0	09	26
	115	1	0	11	23
	115	2	0	07	84
	487	2ग	0	01	45
	488	2ख	0	00	20
	488	2ग	0	10	63
	488	2डी	0	05	30
	489		0	17	72
	624		0	34	93
	622	2	0	27	80
	638		0	00	20
	639	2	0	19	87
	619		0	21	92
	618	2	0	20	49
	616		0	23	34
	617		0	00	20

1	2	3	4	5	6
	615	1	0	16	75
	615	2	0	06	77
	614	1	0	13	73
	614	3	0	11	40
	613	1	0	16	21
	613	2	0	04	28
	647	4	0	07	85
	647	5	0	07	40
	647	10	0	04	79
	649		0	01	57
	590	1	0	00	20
	591	1	0	11	56
	591	2	0	00	30
	557	2	0	11	15
	557	3	0	04	53
	558		0	07	21
	559	1	0	13	50
	559	2	0	01	36
डाभसर	213	1	0	08	30
	213	4	0	08	31
	212		0	07	95
	151	2	0	02	82
	151	1	0	12	32
	136		0	14	00
	153	1	0	03	16
	155	1	0	10	56
	156		0	06	43
	157		0	06	26
	158	1	0	03	75
	158	2	0	05	02
	159		0	05	01

[No R 25011/9/2001/OR I-Vol II]
S S KEMWAL, Under Secy

New Delhi, the 1st May, 2002

S. O. 1494.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1410 dated the 19th June, 2001 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project.

And whereas copies of the said notification were made available to the public on 09.07.2001;

And whereas the competent authority has under sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances

SCHEDULE

Taluka : DETROJ RAMPURA	District : AHMEDABAD		State : GUJARAT		
Name of the Village	Survey no	Sub-Division no	Area		
			Hectare	Are	Sq mtr
1	2	3	4	5	6
AGHAR(ASHOK NAGAR)	104		0	15	19
	96		0	16	34
	95	1	0	09	27
	95	2	0	10	03
	94		0	14	16
BASKA	304		0	11	45
	305		0	09	65
	307		0	11	71
	308		0	23	68
	309		0	18	66
	310		0	18	01
	41		0	04	89
	39		0	00	20
	37		0	01	13
	32		0	09	18
	30		0	09	41
	28		0	28	45
	26		0	01	25
	64		0	15	19
	67		0	11	45
	77		0	06	44
BHANKODA	258		0	01	70
	262		0	00	39
	264	1	0	21	28
	264	2/1	0	05	64
	266		0	17	29
	270		0	32	17
	268		0	05	19
	269		0	17	75
	216	P	0	22	90
	217		0	11	84
	215		0	18	18
	211		0	00	20

1	2	3	4	5	6
	196		0	12	79
	193		0	40	45
	134	1	0	05	70
RAMPURA	239		0	15	[illegible]
	242	1/1	0	43	30
	243	2	0	24	08
	245		0	00	27
	246		0	00	47
	248	1	0	27	72
	253		0	39	03
	254		0	28	41
	286	2	0	31	52
	288	2	0	13	27
	289	2	0	25	[illegible]
	415	1	0	00	[illegible]
	414		0	18	[illegible]
	291		0	31	48
	293		0	24	2
	294	1	0	12	47
	307	1	0	06	08
	307	2	0	05	50
	306		0	09	65
	305	1	0	[illegible]	19
	305	2	0	[illegible]	42
	305	3	0	03	76
	302	1	0	24	76
	352		0	32	75
	353	1	0	28	78
	377		0	18	42
	376	4	0	26	37
	375	2	0	28	64
KANZ	811	1	0	15	68
	811	2	0	09	98
	810	1	0	14	97
	810	2	0	12	83
	809	1	0	23	17
	801		0	03	91

1	2	3	4	5	6
	802	2	0	21	12
	800	2	0	14	17
	772	1	0	12	09
	796		0	00	20
	797		0	23	23
	794	1	0	21	83
	793		0	05	79
	792	1	0	25	75
SADATPURA	287	1	0	01	00
	287	2	0	25	02
	286		0	27	10
	292	1	0	16	04
	293		0	55	42
	281	3	0	11	76
	298	2	0	15	45
	298	3	0	07	84
	298	4	0	07	84
	298	5	0	07	84
	298	6	0	04	98
	298	7	0	07	12
	298	8	0	16	39
	299	1	0	01	80
	297	2	0	00	30
	297	3	0	00	31
	301		0	01	10
	300	1	0	13	78
	302	1	0	22	90
	304		0	16	75
	307	4	0	06	41
	307	5	0	15	33
	306		0	02	14
	362		0	52	30
	361		0	01	72
	364	1	0	00	41
	365		0	19	60
	234	P	0	04	23
	233		0	43	78

1	2	3	4	5	6
	236		0	36	00
	221		0	17	64
	220		0	27	18
	219		0	00	20
	218		0	29	58
	217		0	34	75
DEKAVADA	623		0	22	46
	67	25	0	50	33
	67	27	0	05	00
	124	5	0	00	55
	123	BP	0	01	40
	122		0	00	20
	121		0	09	88
	119	A	0	07	06
	113	8	0	08	54
	114	1	0	16	40
	114	2	0	17	99
	111	4	0	12	12
	111	5	0	03	56
	111	6	0	04	28
	111	7	0	12	20
	109		0	46	33
	103	B/P	0	27	09
	101		0	00	20
	178		0	00	20
	180		0	19	43
	183	1	0	35	09
	183	2	0	15	12
	320	1	0	00	20
	325	1	0	08	73
	325	2	0	03	21
	326	3	0	08	76
	435	1	0	00	40
	433		0	01	25
	327	4	0	00	20
	432		0	07	06
	621	1+2	0	10	07

1	2	3	4	5	6
	619		0	23	26
	429	1	0	17	90
	428	1	0	25	13
	415		0	17	03
	414		0	11	40
	413		0	13	65
	418		0	00	20
	412	1	0	05	67
	380	1	0	17	57
	380	2	0	09	27
	379		0	21	58
	375	4	0	15	31
	616		0	09	93
	381		0	39	87
	383	1	0	00	38
	368		0	39	44
	369	1	0	23	05
	369	2	0	16	10
	369	4	0	27	20
	369	5	0	01	41
	369	6	0	22	09
	369	7	0	11	23
	364	1	0	09	62
	364	2	0	04	28
GAMANPURA	88	1	0	19	25
NADISHALA	273		0	30	29
	287		0	15	38
	271		0	09	26
	292		0	11	22
	288		0	01	32
	290		0	14	46
	291		0	02	67
	301		0	19	71
	300		0	08	91
	299		0	21	23
	298		0	23	05
	309		0	27	80

1	2	3	4	5	6
	310		0	17	45
	312		0	09	70
	313		0	18	35
RUDATAL	52	1	0	01	68
	52	3	0	00	20
	52	5	0	04	98
	51	1	0	26	55
	53	14	0	05	34
	53	15	0	20	50
	35	1	0	12	12
	35	2/2	0	07	84
	36	1	0	27	20
	36	2	0	01	40
	34		0	00	20
	37	2	0	00	30
	38	1	0	19	95
	38	2	0	14	89
	31	1	0	21	03
	109	1	0	09	98
	29	1	0	09	98
	110	1	0	01	20
	110	2	0	18	53
	110	3	0	07	45
	114	1	0	09	26
	115	1	0	11	23
	115	2	0	07	84
	487	2C	0	01	45
	488	2B	0	00	20
	488	2C	0	10	63
	488	2D	0	05	30
	489		0	17	72
	624		0	34	93
	622	2	0	27	80
	638		0	00	20
	639	2	0	19	87
	619		0	21	92
	618	2	0	20	49
	616		0	23	34
	617		0	00	20

1	2	3	4	5	6
	615	1	0	16	75
	615	2	0	06	77
	614	1	0	13	73
	614	3	0	11	40
	613	1	0	16	21
	613	2	0	04	28
	647	4	0	07	85
	647	5	0	07	40
	647	10	0	04	79
	649		0	01	57
	590	1	0	00	20
	591	1	0	11	56
	591	2	0	00	30
	557	2	0	11	15
	557	3	0	04	53
	558		0	07	21
	559	1	0	13	50
	559	2	0	01	36
DABHASAR	213	1	0	08	30
	213	4	0	08	31
	212		0	07	95
	151	2	0	02	82
	151	1	0	12	32
	136		0	14	00
	153	1	0	03	16
	155	1	0	10	56
	156		0	06	43
	157		0	06	26
	158	1	0	03	75
	158	2	0	05	02
	159		0	05	01

[फा. सं. आर. 25011/9/2001/ओ.आर. I-Vol II]

एस. एस. केमवाल, अवर सचिव

नई दिल्ली, 1 मई, 2002

का. आ. 1495.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं0 का0 आ0 1411 तारीख 19 जून, 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में इंडियन आयल कारपोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली परियोजना के विरमगाम-चाक्सू, चाक्सू-पानीपत और चाक्सू-मथुरा सेक्शनों के संवर्धन के कार्यान्वयन के लिए गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाक्सू से होकर अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 9.7.2001 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार को उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

केन्द्रीय सरकार, उक्त अधिनयम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भुमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : विरमगाम	जिला : अहमदाबाद		राज्य : गुजरात		
			क्षेत्रफल		
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
हंसलपुर (से)	29		0	22	00
	1042		0	00	25
	946		0	09	44
	944		0	00	20
	945		0	17	98
	938		0	00	30
	939		0	42	75
	913		0	04	13
	898		0	00	20
	899	1	0	16	73
	897		0	07	16
	894		0	07	06
	893		0	16	10
	866		0	11	45
	865		0	02	76
	869		0	23	56
	872		0	34	93
विरमगाम	1333		0	17	28
	1336		0	09	36
	1357		0	27	44
	1431		0	30	11
	1426		0	24	61
	1415		0	00	20
वालाना	381		0	04	10
	380		0	15	68
	379		0	26	93
	385		0	31	63
	386		0	00	50
	387		0	35	22
	405		0	28	08
	404		0	23	33
	407		0	57	00
	1		0	13	36
	6		0	36	66

1	2	3	4	5	6
	7		0	13	91
	144		0	14	81
	64		0	33	04
	39		0	05	70
	42		0	45	20
	43		0	26	00
कोकटा	24		0	47	23
	43	क	0	11	33
	43	ख	0	09	34
	44	क	0	08	07
	44	ख	0	06	90
	45		0	37	00
	46		0	00	60
	52		0	16	71
	53		0	72	71
	103		0	14	97
	104		0	22	81
	109		0	26	56
	106		0	02	92
	144		0	26	73
	230		0	13	54
	145		0	00	20
	229		0	34	80
	228		0	35	35
	227		0	13	86
	234		0	15	49
	236		0	17	73
	237		0	01	20
	253		0	50	68
	252		0	35	90
	251		0	15	94
	250		0	38	29
नडीयाना	20		0	25	50
	293		0	34	50
	294		0	08	60
	295		0	30	00
	298		0	35	95
	299		0	17	18
	300		0	26	10
	265		0	14	62

1	2	3	4	5	6
	266		0	26	94
	267		0	16	03
	268		0	43	57
	274		0	17	30
	275		0	18	42
	276		0	11	60
	277		0	07	64
	214		0	16	80
	278		0	19	80
करियाला	25		0	16	73
चनोतीया	151	1	0	36	17
	144	1क	0	03	93
	144	1ख	0	04	27
	144	2	0	06	41
	143		0	06	18
	142	पी	0	06	18
	138	1	0	05	98
	138	2	0	05	18
	138	3	0	09	94
	136	2	0	12	10
	134		0	09	27
	128	1	0	22	65
	127	1	0	09	27
	127	2	0	08	49
	163	3	0	07	84
	169	1	0	26	26
	169	2	0	03	60
	168	1	0	16	60
	168	2	0	19	56
	187	1	0	01	72
	187	2	0	17	20
	188		0	20	67
	195	3	0	05	92

New Delhi, the 1st May, 2002

S. O. 1495.— .Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1411 dated the 19th June, 2001 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu, Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project.

And whereas, copies of the said notification were made available to the public on 09 07.2001,

And whereas, the competent authority has under sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluka : VIRAMGAM	District : AHMEDABAD		State : GUJARAT		
			Area		
Name of the Village	Survey no.	Sub-Division no.	Hectare	Are	Sq.mtr.
1	2	3	4	5	6
HANSOLPUR(SE)	29		0	22	00
	1042		0	00	25
	946		0	09	44
	944		0	00	20
	945		0	17	98
	938		0	00	30
	939		0	42	75
	913		0	04	13
	898		0	00	20
	899	1	0	16	73
	897		0	07	16
	894		0	07	06
	893		0	16	10
	866		0	11	45
	865		0	02	76
	869		0	23	56
	872		0	34	93
VIRAMGAM	1333		0	17	28
	1336		0	09	36
	1357		0	27	44
	1431		0	30	11
	1426		0	24	61
	1415		0	00	20
VALANA	381		0	04	10
	380		0	15	68
	379		0	26	93
	385		0	31	63
	386		0	00	50
	387		0	35	22
	405		0	28	08
	404		0	23	33
	407		0	57	00
	1		0	13	36
	6		0	36	66

1	2	3	4	5	6
	7		0	13	91
	144		0	14	81
	64		0	33	04
	39		0	05	70
	42		0	45	20
	43		0	26	00
KOKTA	24		0	47	23
	43	A	0	11	33
	43	B	0	09	34
	44	A	0	08	07
	44	B	0	06	90
	45		0	37	00
	46		0	00	60
	52		0	16	71
	53		0	72	71
	103		0	14	97
	104		0	22	81
	109		0	26	56
	106		0	02	92
	144		0	26	73
	230		0	13	54
	145		0	00	20
	229		0	34	80
	228		0	35	35
	227		0	13	86
	234		0	15	49
	236		0	17	73
	237		0	01	20
	253		0	50	68
	252		0	35	90
	251		0	15	94
	250		0	38	29
NADIYANA	20		0	25	50
	293		0	34	50
	294		0	08	60
	295		0	30	00
	298		0	35	95
	299		0	17	18
	300		0	26	10
	265		0	14	62

1	2	3	4	5	6
	266		0	26	94
	267		0	16	03
	268		0	43	57
	274		0	17	30
	275		0	18	42
	276		0	11	60
	277		0	07	64
	214		0	16	80
	278		0	19	80
KARIYALA	25		0	16	73
CHANOTHIA	151	1	0	36	17
	144	1A	0	03	93
	144	1B	0	04	27
	144	2	0	06	41
	143		0	06	18
	142	P	0	06	18
	138	1	0	05	98
	138	2	0	05	18
	138	3	0	09	94
	136	2	0	12	10
	134		0	09	27
	128	1	0	22	65
	127	1	0	09	27
	127	2	0	08	49
	163	3	0	07	84
	169	1	0	26	26
	169	2	0	03	60
	168	1	0	16	60
	168	2	0	19	56
	187	1	0	01	72
	187	2	0	17	20
	188		0	20	67
	195	3	0	05	92

नई दिल्ली, 1 मई, 2002

का. आ. 1496.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक अपरिष्कृत तेल के परिवहन के लिए गुरू गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें पाइपलाइन बिछाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दिए जाने की तारीख से इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री राम करण शर्मा, सक्षम प्राधिकारी, मुन्द्रा–भटिंडा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी प्रोजेक्ट, गुरू गोबिन्दसिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषगी) 450 एम. सी. कालोनी, हिसार रोड़, सिरसा 125055 (हरियाणा) को लिखित रूप में आक्षेप भेज सकेगा

अनुसूची

तहसील ऐलनाबाद जिला सिरसा राज्य हरियाणा

गांव का नाम	हदबस्त नम्बर	खसरा नम्बर	हिस्सा (यदि कोई है)	क्षेत्रफल कनाल- मरला
1	2	3	4	5
मिठीसुरेरा	110	2/24	-	0 - 12
		2/25	-	1 - 18
		6/4	-	2 - 12
		6/5	-	0 - 1
		6/7	2	2 - 8
		6/8	-	0 - 5
		6/13	-	2 - 9
		6/14	1	0 - 4
		6/18	1/1	0 - 17
		6/18	1/2	0 - 2
		6/18	2	1 - 11
		6/19	-	0 - 1
		6/22	1	1 - 12
		6/22	2	0 - 11
		6/23	1	0 - 8
		6/23	2	0 - 2
		10/16	-	1 - 3

1	2	3	4	5
1. मिठीसुरेरा (जारी)		10/25	-	2 - 13
		11/1	-	0 - 1
		11/2	-	2 - 13
		11/9	-	0 - 19
		11/10	-	1 - 14
		11/11	-	2 - 13
		11/20	-	1 - 9
		21/4	1	0 - 13
		21/4	2	0 - 1
		21/5	-	1 - 19
		21/6	-	0 - 1
		21/7	-	2 - 12
		21/13	-	0 - 6
		21/14	-	2 - 1
		21/17	-	0 - 1
		21/18	-	2 - 10
		21/22	2/1	0 - 1
		21/22	2/2	0 - 5
		21\23	-	1 - 5
		25/16	-	0 - 1
		25/24	-	0 - 1
		25/25	-	2 - 16
		26/2	2/1	1 - 1
		26/2	2/2	1 - 4

1	2	3	4	5
1. मिलीसुरेरा (जारी)		26/3	1/1	0 - 9
		26/9	1	2 - 9
		26/9	2	0 - 5
		26/10	1	0 - 1
		26/11	-	1 - 16
		26/12	-	0 - 17
		26/20	-	2 - 15
		26/21	-	0 - 11
		40/4	-	2 - 12
		40/5	-	0 - 16
		40/7	-	1 - 0
		40/8	-	2 - 8
		40/12	-	2 - 3
		40/13	-	1 - 3
		40/19	-	1 - 9
		40/20	-	1 - 19
		40/21	-	1 - 14
		41/25	1	0 - 14
		41/25	2	0 - 12
		43/25	-	0 - 12
		44/4	-	1 - 9
		44/5	-	1 - 18
		44/7	1	2 - 3
		44/8	1	1 - 1

1	2	3	4	5
1. मिठीसुरसा (जारी)		44/8	2	0 - 3
		44/12	-	1 - 0
		44/13	-	2 - 8
		44/19	-	2 - 12
		44/20	1	0 - 16
		44/21	1	0 - 3
		44/21	2	2 - 15
		44/22	-	0 - 1
		63/1	1	0 - 1
		63/1	2	0 - 1
		64/4	1	0 - 5
		64/4	2	0 - 2
		64/5	1	2 - 19
		64/5	2	0 - 1
		64/6	-	0 - 1
		64/7	-	3 - 2
		64/8	3	0 - 5
		64/12	-	0 - 3
		64/13	-	3 - 3
		64/14	-	0 - 2
		64/18	-	0 - 4
		64/19	1	2 - 1
		64/19	2	1 - 1
		64/20	-	0 - 1

1	2	3	4	5
1. मिठीसुरेरा (जारी)		64/21	-	3 - 0
		64/22	-	0 - 7
		65/25	-	0 - 1
		69/4	-	0 - 4
		69/5	-	2 - 12
		69/6	-	0 - 5
		69/7	-	2 - 0
		69/13	-	2 - 0
		69/14	-	1 - 0
		69/18	-	2 - 13
		69/19	-	0 - 1
		69/22	2	1 - 18
		69/23	-	0 - 15
		70/1	-	0 - 11
		91/1	-	0 - 1
		91/2	1	0 - 1
		91/2	2	0 - 3
		91/2	3	2 - 10
		91/9	1	0 - 16
		91/9	2	0 - 5
		91/10	-	1 - 12
		91/11	1	2 - 10
		91/11	2	0 - 3
		91/20	-	1 - 7

1	2	3	4	5
1. मिठीसुरेरा (जपरी)		92/16	-	1 - 5
		92/25	-	2 - 13
		96/4	-	0 - 19
		96/5	-	1 - 14
		96/6	-	0 - 1
		96/7	-	2 - 13
		96/13	-	0 - 13
		96/14	-	2 - 0
		96/17	-	0 - 1
		96/18	1	2 - 11
		96/18	2	0 - 1
		96/22	-	0 - 8
		96/23	-	2 - 5
		118/2	-	2 - 11
		118/3	-	0 - 2
		118/9	-	2 - 5
		118/10	-	0 - 2
		256	-	1 - 4
		254	-	1 - 11
		260	-	0 - 7
		265	-	0 - 8
2. खारीसुरेरा	111	2/16	-	0 - 2
		2/25	-	2 - 4

1	2	3	4	5
1. खवारीसुरेरा (जारी)		3/11	1	1 - 18
		3/11	2	0 - 13
		3/12	-	0 - 9
		3/20	-	2 - 12
		3/21	1	0 - 8
		3/21	3	0 - 1
		15/4	2	0 - 1
		15/5	-	2 - 12
		15/6	-	0 - 8
		15/7	-	1 - 19
		15/14	-	2 - 14
		15/17	-	1 - 1
		15/18	-	1 - 13
		15/23	-	2 - 14
		19/25	-	0 - 7
		20/2	-	1 - 6
		20/3	1	1 - 8
		20/9	1	0 - 8
		20/9	2	1 - 18
		20/11	-	0 - 2
		20/12	-	1 - 4
		20/19	1	0 - 1
		20/20	-	3 - 1
		20/21	-	1 - 17

1	2	3	4	5
2. खारीसुरेरा (जारी)		34/5	-	2 - 13
		34/6	-	2 - 5
		34/7	-	0 - 8
		34/14	-	2 - 6
		34/15	-	0 - 2
		34/17	-	2 - 12
		34/18	1	0 - 1
		34/23	2	1 - 10
		34/24	-	1 - 2
		37/3	-	2 - 12
		37/8	-	2 - 10
		37/9	-	0 - 1
		37/12	-	2 - 6
		37/13	-	1 - 2
		37/19	-	2 - 8
		37/21	-	0 - 10
		37/22	-	2 - 6
		54/1	-	2 - 3
		54/2	-	0 - 9
		54/10	-	2 - 9
		54/11	-	1 - 5
		55/15	-	1 - 2
		55/16	1	2 - 5
		55/16	2	0 - 7

1	2	3	4	5
2. खारीसुरेरा (जारी)		55/24	-	0 - 1
		55/25	-	2 - 11
		58/3	-	0 - 11
		58/4	-	3 - 0
		58/5	-	0 - 2
		58/7	-	0 - 1
		58/8	-	2 - 19
		58/9	-	0 - 1
		58/12	1	1 - 13
		58/12	2	0 - 6
		58/13	1	0 - 18
		58/19	-	2 - 14
		58/20	-	0 - 4
		58/21	1	0 - 19
		58/21	2	1 - 14
		58/22	1	0 - 5
		77/1	1	0 - 1
		77/1	2	2 - 5
		77/10	-	0 - 1
		78/5	3	0 - 8
		78/6	-	2- 17
		78/14	-	1 - 7
		78/15	-	1 - 11
		78/17	-	2 - 15

1	2	3	4	5
२. खारीसुरेरा (जारी)		78/24	-	1 - 10
		194	-	0 - 19
		305	-	0 - 9
		360	-	0 - 13
		363	-	0 - 8
३ मिठनपुर	112	56/23	-	1 - 8
		82/25	1	0 - 11
		82/25	2	0 - 18
		83/2	-	0 - 5
		83/3	1	1 - 4
		83/3	2	1 - 9
		83/8	-	0 - 3
		83/9	-	2 - 14
		83/11	-	0 - 17
		83/12	-	1 - 19
		83/19	-	0 - 1
		83/20	-	2 - 16
		83/21	-	1 - 0
		85/4	-	0 - 1
		85/5	-	2 - 16
		85/6	-	0 - 13
		85/7	-	2 - 3
		85/13	-	0 - 4

1	2	3	4	5
3 मिठनपुर (जारी)		85/14	-	2 - 12
		85/17	-	0 - 4
		85/18	-	2 - 11
		85/22	1	0 - 1
		85/22	2/1	0 - 1
		85/22	2/2	0 - 11
		85/23	1	1 - 8
		85/23	2/1	0 - 2
		85/23	2/2	0 - 15
		117/15	-	0 - 4
		117/16	-	2 - 13
		117/24	-	1 - 2
		117/25	-	1 - 15
		118/2	-	2 - 17
		118/3	-	0 - 1
		118/9	-	1 - 2
		118/10	-	1 - 15
		118/11	-	2 - 13
		118/20	-	0 - 4
		120/3	-	0 - 1
		120/4	-	2 - 17
		120/7	-	0 - 13
		120/8	-	2 - 4
		120/12	-	0 - 8

1	2	3	4	5
३. मिठनपुर (आरी)		120/13	-	2 - 8
		120/18	-	0 - 2
		120/19	-	2 - 15
		120/21	1	0 - 15
		120/21	2	0 - 9
		120/22	-	1 - 13
		155/5	-	0 - 1
		155/6	-	2 - 0
		155/14	-	0 - 2
		155/15	-	2 - 13
		155/16	-	1 - 3
		155/17	-	1 - 5
		155/24	-	2 - 7
		155/25	-	0 - 1
		156/1	-	2 -17
		156/10	-	0 - 16
		160/4	-	2 - 8
		160/7	-	2 - 8
		160/14	-	2 - 8
		160/17	-	1 - 19
		160/18	-	0 - 9
		160/23	1	1 - 3
		160/23	2	0 - 11
		160/24	1	0 - 10

1	2	3	4	5
ग्रा. मिठनपुर (जमी)		160/24	2	0 - 1
		197/3	-	2 - 5
		197/8	-	2 - 8
		197/13	2	2 - 8
		197/18	1	2 - 2
		197/18	2	0 - 5
		197/19	-	0 - 1
		197/22	-	1 - 2
		197/23	1	0 - 11
		197/23	2	0 - 14
		202/2	-	2 - 6
		202/3	-	0 - 2
		202/9	-	2 - 8
		202/12	-	2 - 8
		202/19	-	2 - 8
		202/21	-	0 - 7
		202/22	-	2 - 1
		236/25	-	0 - 1
		237/1	-	1 - 10
		237/2	-	0 - 6
		237/10	-	2 - 8
		237/11	-	2 - 8
		237/20	-	2 - 8
		237/21	1	1 - 6

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1	2	3	4	5
3. मिठनपुर (जारी)		237/21	2	0 - 18
		240/1	-	1 - 3
		240/10	-	0 - 1
		241/5	-	1 - 4
		241/6	-	2 - 7
		241/15	-	2 - 8
		241/16	-	2 - 8
		241/24	-	0 - 1
		241/25	-	2 - 8
		270/4	-	0 - 14
		270/5	-	1 - 11
		270/6	-	0 - 7
		270/7	-	2 - 2
		270/14	-	2 - 8
		270/17	-	2 - 8
		270/24	-	2 - 8
		274/3	-	0 - 5
		274/4	-	2 - 4
		274/7	-	0 - 16
		274/8	-	1 - 12
		274/13	-	2 - 8
		274/14	-	0 - 1
		274/18	1	2 - 7
		274/18	2	0 - 1

1	2	3	4	5
3 मिठनपुर (जारी)		274/23	-	2 - 8
		301/2	-	0 - 1
		301/3	-	2 - 8
		301/8	-	1 - 7
		301/9	-	1 - 1
		301/12	-	2 - 6
		301/13	-	0 - 2
		301/19	-	2 - 18
		312	-	0 - 8
		407	-	0 - 3
		414	-	0 - 4
		434	-	0 - 6
		461	-	0 - 3
		462	-	0 - 3
		465	2	0 - 2
4. कर्मसाना	113	13/21	-	0 - 2
		13/22	1	0 - 6
		13/22	2	1 - 11
		16/1	-	2 - 3
		16/2	-	0 - 9
		16/10	-	2 - 13
		16/11	-	1 - 1
		17/6	-	0 - 1

1	2	3	4	5
कर्मसाना (जारी)		17/15	-	1 - 11
		17/16	-	2 - 13
		17/24	-	0 - 17
		17/25	-	1 - 16
		42/4	-	2 - 13
		42/5	-	0 - 1
		42/7	1	0 - 4
		42/7	2	2 - 2
		42/8	2	0 - 6
		42/13	-	2 - 10
		42/14	1	0 - 2
		42/14	2	0 - 1
		42/18	1	0 - 14
		42/18	2	1 - 19
		42/19	2	0 - 1
		42/22	1	1 - 7
		42/22	2	0 - 14
		42/23	1	0 -12
		47/2	-	2 - 13
		47/9	1	0 - 12
		47/9	2	0 - 13
		47/10	1	0 - 1
		47/10	2	1 - 7
		47/11	-	2 - 13

1	2	3	4	5
कर्मसाना (जारी)		47/20	-	1 - 19
		47/21	-	0 - 1
		48/16	-	0 -14
		48/25	-	2 - 13
		72/4	-	0 - 5
		72/5	-	2 - 9
		72/6	-	0 - 5
		72/7	-	2 - 8
		72/13	-	0 - 1
		72/14	-	2 - 13
		72/17	-	0 - 15
		72/18	1	1 - 13
		72/23	-	2 - 7
		79/2	-	1 - 5
		79/3	-	1 - 8
		79/9	-	2 - 14
		79/11	-	0 - 11
		79/12	-	2 - 2
		79/19	-	0 - 1
		79/20	-	2 - 12
		79/21	-	2 - 10
		80/25	-	0 - 3
		103/5	-	2 - 6
		103/6	-	2 - 13

1	2	3	4	5
कर्मसाना (जारी)		103/7	-	0 - 1
		103/14	-	1 - 14
		103/15	-	0 - 19
		103/17	-	2 - 13
		103/23	-	1 - 1
		103/24	-	1 -13
		104/1	-	0 - 7
		112/3	-	2 - 13
		112/8	-	2 - 5
		112/9	-	0 - 9
		112/12	-	2 - 11
		112/13	-	0 - 2
		112/19	-	2 - 8
		112/20	-	0 - 2
		112/21	-	2 - 4
		112/22	-	0 - 9
		134/5	-	0 - 1
		134/6	-	1 - 12
		134/15	-	2 - 13
		134/16	-	1 - 17
		134/17	-	0 - 9
		134/24	-	2 - 12
		134/25	-	0 - 1
		135/1	-	2 - 13

1	2	3	4	5
4. कमीसाना (जारी)		135/10	-	1 - 2
		145/3	-	0 - 6
		145/4	-	2 - 7
		145/7	-	0 - 4
		145/8	-	2 - 10
		145/12	-	0 - 1
		145/13	-	2 - 13
		145/18	-	0 - 13
		145/19	1	1 - 6
		145/19	2	0 - 15
		145/22	-	2 - 13
		166/15	-	0 - 17
		166/16	-	1 - 14
		167/1	-	1 - 8
		167/2	-	1 - 6
		167/10	-	2 - 14
		167/11	-	1 - 15
		167/20	-	0 - 1
		188	-	0 - 10
		373	-	0 - 4
		374	-	0 - 9
5 ममरा	131	44/4	-	0 - 12
		44/7	1	0 - 3

1	2	3	4	5
5. ममरा (जारी)		44/7	2	0 - 18
		44/14	1	0 - 3
		44/14	2	3 - 0
		44/17	-	2 -15
		44/18	1	0 - 1
		44/23	-	2 - 11
		44/24	-	0 - 5
		47/2	-	1 - 5
		47/3	-	1 - 10
		47/9	-	2 - 17
		47/10	-	0 - 2
		47/11	-	2 - 11
		47/12	-	0 - 8
		47/20	-	1 - 17
		48/16	1	0 - 6
		48/16	2	0 - 15
		48/24	-	0 - 1
		48/25	-	2 - 18
		67/4	-	2 - 7
		67/5	-	0 - 8
		67/7	1	2 - 1
		67/7	2	0 - 1
		67/8	-	0 - 17
		67/12	-	0 - 1

1	2	3	4	5
5. ममेरा (जारी)		67/13	1	1 - 8
		67/13	2	1 - 2
		67/18	-	0 - 14
		67/19	-	2 - 5
		67/21	2	0 - 14
		67/22	-	2 - 5
		72/1	-	2 - 19
		72/2	-	0 - 1
		72/10	1	0 - 5
		72/10	2	0 - 13
		73/5	-	0 - 1
		73/6	-	2 - 1
		73/14	-	0 - 10
		73/15	1	0 - 18
		73/15	2	1 - 11
		73/16	2	0 - 1
		73/17	-	2 - 18
		73/23	1	1 - 4
		73/23	2	0 - 12
		73/24	-	1 - 2
		87/16	-	0 - 5
		87/25	-	2 - 15
		88/2	1	0 - 1
		88/2	2	0 - 6

1	2	3	4	5
5. ममेरा (जारी)		88/3	1	2 - 12
		88/8	-	0 - 1
		88/9	1	0 - 2
		88/9	2	2 - 5
		88/11	1	1 - 8
		88/11	2	0 - 4
		88/12	-	1 - 6
		88/20	-	2 - 12
		88/21	-	0 - 2
		96/4	-	1 - 8
		96/5	-	1 - 9
		96/7	-	2 - 16
		96/8	1	0 - 3
		96/13	-	2 - 13
		96/14	-	0 - 5
		96/18	-	1 - 13
		96/19	1	0 - 4
		96/19	2	1 - 0
		96/21	-	0 - 1
		96/22	-	2 - 17
		108/6	-	1 - 1
		108/14	-	0 - 1
		108/15	-	2 - 19
		108/16	-	0 - 11

1	2	3	4	5
5. ममेरा (जारी)		108/17	-	2-8
		108/23	-	0-17
		108/24	-	2-2
		109/1	-	2-11
		109/2	-	0-8
		109/10	-	1-18
		120/3	1	0-3
		120/3	2	2-6
		120/8	1	0-6
		120/8	2	2-3
		120/9	1/2	0-2
		120/12	-	2-2
		120/13	-	0-9
		120/19	1	2-12
		120/21	-	0-14
		120/22	-	1-18
		129/6	1	0-1
		129/15	-	1-11
		129/16	-	2-11
		129/24	2	0-5
		129/25	-	2-6
		130/1	-	2-10
		130/2	-	0-1
		130/10	-	2-11

1	2	3	4	5
5. ममेरा (जारी)		130/11	-	1 - 0
		144/4	2	2 - 5
		144/5	-	0 - 5
		144/7	-	1 - 17
		144/8	-	1 - 18
		144/12	-	0 - 4
		144/13	-	2 - 8
		144/18	2	0 - 5
		144/19	-	2 - 7
		144/21	-	0 - 1
		144/22	-	2 - 12
		150/15	-	1 - 2
		150/16	-	2 - 15
		151/1	-	1 - 12
		151/2	1	0 - 7
		151/2	2	0 - 10
		151/10	-	2 - 13
		151/11	-	1 - 11
		151/20	2	0 -1
		193	-	0 - 13
		196	-	0 - 3
		200	-	0 - 12
		201	-	0 - 7
		203	-	0 - 9

1	2	3	4	5
5. ममेरा (जारी)		208	-	0 - 9
		282/2	-	0 - 3
		283	-	0 - 2
		286	-	0 - 8
		290	-	0 - 4
		769	-	0 - 5
6. मौजूखेडा	133	6/2	-	1 - 13
		6/9	-	1 - 8
		6/10	-	1 - 4
		6/11	-	2 - 13
		6/20	-	2 - 4
		6/21	-	0 - 2
		7/16	-	0 - 9
		7/25	-	2 - 10
		16/4	-	0 - 1
		16/5	-	2 - 9
		16/6	-	0 - 10
		16/7	-	1 - 19
		16/14	-	2 - 13
		16/17	-	1 - 11
		16/18	-	1 - 2
		16/23	1	2 - 2
		16/23	2	0 - 10

1	2	3	4	5
6 मौजू खेड़ा (जारी)		16/24	-	0 - 1
		23/2	-	0 - 7
		23/3	-	2 - 1
		23/8	-	0 - 3
		23/9	1	0 - 12
		23/9	2	2 - 2
		23/11	1	0 - 4
		23/19	1	0 - 13
		23/19	2/1/1	0 - 1
		23/19	2/1/2	0 - 9
		23/20	2/1	0 - 6
		23/20	2/2	1 - 2
		23/21	-	2 - 13
		33/5	1	0 - 1
		33/5	2	0 - 18
		33/6	1	1 - 9
		33/6	2	1 - 3
		33/14	-	0 - 5
		33/15	-	2 - 7
		33/16	1	0 - 1
		33/16	2	0 - 3
		33/17	-	2 - 8
		33/23	2	0 - 1
		33/24	1/2	0 - 5

1	2	3	4	5
6 मौजूखेड़ा (जारी)		33/24	2/1	0 - 2
		33/24	2/2	2 - 4
		33/24	2/2/1	0 - 1
		34/1	1/1	0 - 14
		34/1	1/2	0 - 1
		34/1	2	0 - 7
		40/3	-	1 - 15
		40/4	1/1	0 - 5
		40/4	1/2	0 - 9
		40/4	2	0 - 3
		40/8	-	2 - 12
		40/12	-	0 - 17
		40/13	-	1 - 16
		40/18	1	0 - 1
		40/19	-	2 - 12
		40/21	-	0 - 1
		40/22	-	2 - 8
		46/6	-	0 - 1
		46/15	1	1 - 0
		46/15	2	0 - 6
		46/16	1	0 - 10
		46/16	2	1 - 17
		46/24	-	0 - 15
		46/25	1	1 - 2

1	2	3	4	5
मौजूखेड़ा (जारी)		47/1	-	2 - 6
		47/10	1	1 - 3
		47/10	2	1 - 9
		47/11	1/1	0 - 14
		47/11	1/2	0 - 6
		55/4	-	3 - 0
		55/5	-	0 - 1
		55/7	-	0 - 16
		55/8	1/1	1 - 15
		55/8	1/2	0 - 2
		55/8	2	0 - 9
		55/12	-	1 - 1
		55/13	-	2 - 0
		55/19	-	2 - 11
		55/20	-	0 - 2
		55/21	-	2 - 15
		55/22	-	0 - 2
		59/5	-	1 - 14
		59/6	-	2 - 10
		59/7	-	0 - 10
		59/13	2	0 - 1
		59/14	1	2 - 18
		59/14	2	0 - 2
		59/15	1	0 - 1

1	2	3	4	5
6. मौजूखेड़ा (जारी)		59/17	-	0 - 13
		59/18	1	1 - 19
		59/18	2	0 - 5
		59/22	-	1 - 1
		60/1	-	1 - 6
		70/1	-	0 - 4
		70/2	1	2 - 1
		70/2	2	0 - 16
		70/9	-	0 - 4
		70/10	-	2 - 16
		70/11	-	0 - 19
		71/15	1	1 - 12
		71/15	2	0 - 4
		71/16	-	2 - 8
		71/17	-	0 - 5
		71/23	-	0 - 1
		71/24	1	1 - 4
		71/24	2	1 - 13
		71/25	-	0 - 1
		71/26	-	0 - 9
		73/25	-	1 - 7
		74/3	-	2 - 8
		74/4	-	0 - 8
		74/8	1	1 - 14

1	2	3	4	5
6. मौजूखेड़ा (आरी)		74/8	2	0 - 1
		74/9	1	0 - 1
		74/9	2	0 - 3
		74/9	3	0 - 18
		74/11	-	0 - 5
		74/12	-	2 - 15
		74/19	-	0 - 3
		74/20	-	3 - 1
		74/21	-	1 - 2
		88/4	-	0 - 12
		88/5	-	2 - 6
		88/7	-	0 - 11
		88/9	-	0 - 1
		88/27	-	0 - 11
		151	-	1 - 3
		159	-	1 - 19
		169	-	0 - 18
		170	-	0 - 2
		171	-	0 - 12
		687	-	0 - 3
		704	-	0 - 3
		718	-	0 - 4
		722	-	0 - 8
		730	-	0 - 10

1	2	3	4	5
6. मौजूखेड़ा (जारी)		734	-	0-9
		741	-	0-5
		742	-	0-6
		783	-	0-4

[फा. सं. आर.-31015/50/2001 ओ.आर.-II]
हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 1st May, 2002

S. O. 1496.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Crude Oil Terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab a pipeline should be laid by Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd.);

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire, the right of user (ROU) in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section(1) of section (3) of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri Ram Karan Sharma, Competent Authority, Mundra -Bathinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd.), 450, M.C.Colony, Hissar Road, Sirsa-125055 (Haryana)..

SCHEDULE

Tehsil:Ellenabad **Dist. : Sirsa** **State : Haryana**

Name of village	Hadbast No.	Khasra No.	Part/ Hissa No (if any)	Extent Kanal-Marla
1	2	3	4	5
1. MITHISURERA	110	2/24	-	0 - 12
		2/25	-	1 - 18
		6/4	-	2 - 12
		6/5	-	0 - 1
		6/7	2	2 - 8
		6/8	-	0 - 5
		6/13	-	2 - 9
		6/14	1	0 - 4
		6/18	1/1	0 - 17
		6/18	1/2	0 - 2
		6/18	2	1 - 11
		6/19	-	0 - 1
		6/22	1	1 - 12
		6/22	2	0 - 11
		6/23	1	0 - 8
		6/23	2	0 - 2
		10/16	-	1 - 3

1	2	3	4	5
MITHISORERA (Contd.)		10/25	-	2 - 13
		11/1	-	0 - 1
		11/2	-	2 - 13
		11/9	-	0 - 19
		11/10	-	1 - 14
		11/11	-	2 - 13
		11/20	-	1 - 9
		21/4	1	0 - 13
		21/4	2	0 - 1
		21/5	-	1 - 19
		21/6	-	0 - 1
		21/7	-	2 - 12
		21/13	-	0 - 6
		21/14	-	2 - 1
		21/17	-	0 - 1
		21/18	-	2 - 10
		21/22	2/1	0 - 1
		21/22	2/2	0 - 5
		21\23	-	1 - 5
		25/16	-	0 - 1
		25/24	-	0 - 1
		25/25	-	2 - 16
		26/2	2/1	1 - 1
		26/2	2/2	1 - 4

1	2	3	4	5
MITHISURERA (Contd.)		26/3	1/1	0 - 9
		26/9	1	2 - 9
		26/9	2	0 - 5
		26/10	1	0 - 1
		26/11	-	1 - 16
		26/12	-	0 - 17
		26/20	-	2 - 15
		26/21	-	0 - 11
		40/4	-	2 - 12
		40/5	-	0 - 16
		40/7	-	1 - 0
		40/8	-	2 - 8
		40/12	-	2 - 3
		40/13	-	1 - 3
		40/19	-	1 - 9
		40/20	-	1 - 19
		40/21	-	1 - 14
		41/25	1	0 - 14
		41/25	2	0 - 12
		43/25	-	0 - 12
		44/4	-	1 - 9
		44/5	-	1 - 18
		44/7	1	2 - 3
		44/8	1	1 - 1

1	2	3	4	5
MITHISURERA (Contd.)		44/8	2	0 - 3
		44/12	-	1 - 0
		44/13	-	2 - 8
		44/19	-	2 - 12
		44/20	1	0 - 16
		44/21	1	0 - 3
		44/21	2	2 - 15
		44/22	-	0 - 1
		63/1	1	0 - 1
		63/1	2	0 - 1
		64/4	1	0 - 5
		64/4	2	0 - 2
		64/5	1	2 - 19
		64/5	2	0 - 1
		64/6	-	0 - 1
		64/7	-	3 - 2
		64/8	3	0 - 5
		64/12	-	0 - 3
		64/13	-	3 - 3
		64/14	-	0 - 2
		64/18	-	0 - 4
		64/19	1	2 - 1
		64/19	2	1 - 1
		64/20	-	0 - 1

1	2	3	4	5
MITHISURERA (Contd.)		64/21	-	3 - 0
		64/22	-	0 - 7
		65/25	-	0 - 1
		69/4	-	0 - 4
		69/5	-	2 - 12
		69/6	-	0 - 5
		69/7	-	2 - 0
		69/13	-	2 - 0
		69/14	-	1 - 0
		69/18	-	2 - 13
		69/19	-	0 - 1
		69/22	2	1 - 18
		69/23	-	0 - 15
		70/1	-	0 - 11
		91/1	-	0 - 1
		91/2	1	0 - 1
		91/2	2	0 - 3
		91/2	3	2 - 10
		91/9	1	0 - 16
		91/9	2	0 - 5
		91/10	-	1 - 12
		91/11	1	2 - 10
		91/11	2	0 - 3
		91/20	-	1 - 7

1	2	3	4	5
MITHISURERA (Contd.)		92/16	-	1 - 5
		92/25	-	2 - 13
		96/4	-	0 - 19
		96/5	-	1 - 14
		96/6	-	0 - 1
		96/7	-	2 - 13
		96/13	-	0 - 13
		96/14	-	2 - 0
		96/17	-	0 - 1
		96/18	1	2 - 11
		96/18	2	0 - 1
		96/22	-	0 - 8
		96/23	-	2 - 5
		118/2	-	2 - 11
		118/3	-	0 - 2
		118/9	-	2 - 5
		118/10	-	0 - 2
		256	-	1 - 4
		254	-	1 - 11
		260	-	0 - 7
		265	-	0 - 8
2. KHARISURERA	111	2/16	-	0 - 2
		2/25	-	2 - 4

1	2	3	4	5
KHARISURERA (Contd.)		3/11	1	1 - 18
		3/11	2	0 - 13
		3/12	-	0 - 9
		3/20	-	2 - 12
		3/21	1	0 - 8
		3/21	3	0 - 1
		15/4	2	0 - 1
		15/5	-	2 - 12
		15/6	-	0 - 8
		15/7	-	1 - 19
		15/14	-	2 - 14
		15/17	-	1 - 1
		15/18	-	1 - 13
		15/23	-	2 - 14
		19/25	-	0 - 7
		20/2	-	1 - 6
		20/3	1	1 - 8
		20/9	1	0 - 8
		20/9	2	1 - 18
		20/11	-	0 - 2
		20/12	-	1 - 4
		20/19	1	0 - 1
		20/20	-	3 - 1
		20/21	-	1 - 17

1	2	3	4	5
KHARISURERA (Contd.)		34/5	-	2 - 13
		34/6	-	2 - 5
		34/7	-	0 - 8
		34/14	-	2 - 6
		34/15	-	0 - 2
		34/17	-	2 - 12
		34/18	1	0 - 1
		34/23	2	1 - 10
		34/24	-	1 - 2
		37/3	-	2 - 12
		37/8	-	2 - 10
		37/9	-	0 - 1
		37/12	-	2 - 6
		37/13	-	1 - 2
		37/19	-	2 - 8
		37/21	-	0 - 10
		37/22	-	2 - 6
		54/1	-	2 - 3
		54/2	-	0 - 9
		54/10	-	2 - 9
		54/11	-	1 - 5
		55/15	-	1 - 2
		55/16	1	2 - 5
		55/16	2	0 - 7

1	2	3	4	5
KHARISURERA (Contd.)		55/24	-	0 - 1
		55/25	-	2 - 11
		58/3	-	0 - 11
		58/4	-	3 - 0
		58/5	-	0 - 2
		58/7	-	0 - 1
		58/8	-	2 - 19
		58/9	-	0 - 1
		58/12	1	1 - 13
		58/12	2	0 - 6
		58/13	1	0 - 18
		58/19	-	2 - 14
		58/20	-	0 - 4
		58/21	1	0 - 19
		58/21	2	1 - 14
		58/22	1	0 - 5
		77/1	1	0 - 1
		77/1	2	2 - 5
		77/10	-	0 - 1
		78/5	3	0 - 8
		78/6	-	2- 17
		78/14	-	1 - 7
		78/15	-	1 - 11
		78/17	-	2 - 15

1	2	3	4	5
KHARISURERA (Contd.)		78/24	-	1 - 10
		194	-	0 - 19
		305	–	0 - 9
		360	-	0 - 13
		363	-	0 - 8
3. MITHANPUR	112	56/23	-	1 - 8
		82/25	1	0 - 11
		82/25	2	0 - 18
		83/2	-	0 - 5
		83/3	1	1 - 4
		83/3	2	1 - 9
		83/8	-	0 - 3
		83/9	-	2 - 14
		83/11	-	0 - 17
		83/12	-	1 - 19
		83/19	-	0 - 1
		83/20	-	2 - 16
		83/21	-	1 - 0
		85/4	-	0 - 1
		85/5	-	2 - 16
		85/6	-	0 - 13
		85/7	-	2 - 3
		85/13	-	0 - 4

1	2	3	4	5
M.I THANPUR (Contd.)		85/14	-	2 - 12
		85/17	-	0 - 4
		85/18	-	2 - 11
		85/22	1	0 - 1
		85/22	2/1	0 - 1
		85/22	2/2	0 - 11
		85/23	1	1 - 8
		85/23	2/1	0 - 2
		85/23	2/2	0 - 15
		117/15	-	0 - 4
		117/16	-	2 - 13
		117/24	-	1 - 2
		117/25	-	1 - 15
		118/2	-	2 - 17
		118/3	-	0 - 1
		118/9	-	1 - 2
		118/10	-	1 - 15
		118/11	-	2 - 13
		118/20	-	0 - 4
		120/3	-	0 - 1
		120/4	-	2 - 17
		120/7	-	0 - 13
		120/8	-	2 - 4
		120/12	-	0 - 8

1	2	3	4	5
MITHANPUR (Contd.)		120/13	-	2 - 8
		120/18	-	0 - 2
		120/19	-	2 - 15
		120/21	1	0 - 15
		120/21	2	0 - 9
		120/22	-	1 - 13
		155/5	-	0 - 1
		155/6	-	2 - 0
		155/14	-	0 - 2
		155/15	-	2 - 13
		155/16	-	1 - 3
		155/17	-	1 - 5
		155/24	-	2 - 7
		155/25	-	0 - 1
		156/1	-	2 -17
		156/10	-	0 - 16
		160/4	-	2 - 8
		160/7	-	2 - 8
		160/14	-	2 - 8
		160/17	-	1 - 19
		160/18	-	0 - 9
		160/23	1	1 - 3
		160/23	2	0 - 11
		160/24	1	0 - 10

1	2	3	4	5
MAITHANPUR (Contd.)	-	160/24	2	0 - 1
		197/3	-	2 - 5
		197/8	-	2 - 8
		197/13	2	2 - 8
		197/18	1	2 - 2
		197/18	2	0 - 5
		197/19	-	0 - 1
		197/22	-	1 - 2
		197/23	1	0 - 11
		197/23	2	0 - 14
		202/2	-	2 - 6
		202/3	-	0 - 2
		202/9	-	2 - 8
		202/12	-	2 - 8
		202/19	-	2 - 8
		202/21	-	0 - 7
		202/22	-	2 - 1
		236/25	-	0 - 1
		237/1	-	1 - 10
		237/2	-	0 - 6
		237/10	-	2 - 8
		237/11	-	2 - 8
		237/20	-	2 - 8
		237/21	1	1 - 6

1	2	3	4	5
MITHANPUR (Contd.)		237/21	2	0 - 18
		240/1	-	1 - 3
		240/10	-	0 - 1
		241/5	-	1 - 4
		241/6	-	2 - 7
		241/15	-	2 - 8
		241/16	-	2 - 8
		241/24	-	0 - 1
		241/25	-	2 - 8
		270/4	-	0 - 14
		270/5	-	1 - 11
		270/6	-	0 - 7
		270/7	-	2 - 2
		270/14	-	2 - 8
		270/17	-	2 - 8
		270/24	-	2 - 8
		274/3	-	0 - 5
		274/4	-	2 - 4
		274/7	-	0 - 16
		274/8	-	1 - 12
		274/13	-	2 - 8
		274/14	-	0 - 1
		274/18	1	2 - 7
		274/18	2	0 - 1

1	2	3	4	5
MITHANPUR (Contd.)		274/23	-	2 - 8
		301/2	-	0 - 1
		301/3	-	2 - 8
		301/8	-	1 - 7
		301/9	-	1 - 1
		301/12	-	2 - 6
		301/13	-	0 - 2
		301/19	-	2 - 18
		312	-	0 - 8
		407	-	0 - 3
		414	-	0 - 4
		434	-	0 - 6
		461	-	0 - 3
		462	-	0 - 3
		465	2	0 - 2
4. KARAMSANA	113	13/21	-	0 - 2
		13/22	1	0 - 6
		13/22	2	1 - 11
		16/1	-	2 - 3
		16/2	-	0 - 9
		16/10	-	2 - 13
		16/11	-	1 - 1
		17/6	-	0 - 1

1	2	3	4	5
KARAMSANA (Contd.)		17/15	-	1 - 11
		17/16	-	2 - 13
		17/24	-	0 - 17
		17/25	-	1 - 16
		42/4	-	2 - 13
		42/5	-	0 - 1
		42/7	1	0 - 4
		42/7	2	2 - 2
		42/8	2	0 - 6
		42/13	-	2 - 10
		42/14	1	0 - 2
		42/14	2	0 - 1
		42/18	1	0 - 14
		42/18	2	1 - 19
		42/19	2	0 - 1
		42/22	1	1 - 7
		42/22	2	0 - 14
		42/23	1	0 -12
		47/2	-	2 - 13
		47/9	1	0 - 12
		47/9	2	0 - 13
		47/10	1	0 - 1
		47/10	2	1 - 7
		47/11	-	2 - 13

1	2	3	4	5
KARAMSANA (Contd.)		47/20	-	1 - 19
		47/21	-	0 - 1
		48/16	-	0 -14
		48/25	-	2 - 13
		72/4	-	0 - 5
		72/5	-	2 - 9
		72/6	-	0 - 5
		72/7	-	2 - 8
		72/13	-	0 - 1
		72/14	-	2 - 13
		72/17	-	0 - 15
		72/18	1	1 - 13
		72/23	-	2 - 7
		79/2	-	1 - 5
		79/3	-	1 - 8
		79/9	-	2 - 14
		79/11	-	0 - 11
		79/12	-	2 - 2
		79/19	-	0 - 1
		79/20	-	2 - 12
		79/21	-	2 - 10
		80/25	-	0 - 3
		103/5	-	2 - 6
		103/6	-	2 - 13

1	2	3	4	5
KARAMSANA (Contd.)		103/7	-	0 - 1
		103/14	-	1 - 14
		103/15	-	0 - 19
		103/17	-	2 - 13
		103/23	-	1 - 1
		103/24	-	1 -13
		104/1	-	0 - 7
		112/3	-	2 - 13
		112/8	-	2 - 5
		112/9	-	0 - 9
		112/12	-	2 - 11
		112/13	-	0 - 2
		112/19	-	2 - 8
		112/20	-	0 - 2
		112/21	-	2 - 4
		112/22	-	0 - 9
		134/5	-	0 - 1
		134/6	-	1 - 12
		134/15	-	2 -13
		134/16	-	1 - 17
		134/17	-	0 - 9
		134/24	-	2 - 12
		134/25	-	0 - 1
		135/1	-	2 - 13

1	2	3	4	5
KARAMSANA (Contd.)		135/10	-	1 - 2
		145/3	-	0 - 6
		145/4	-	2 - 7
		145/7	-	0 - 4
		145/8	-	2 - 10
		145/12	-	0 - 1
		145/13	-	2 - 13
		145/18	-	0 - 13
		145/19	1	1 - 6
		145/19	2	0 - 15
		145/22	-	2 - 13
		166/15	-	0 - 17
		166/16	-	1 - 14
		167/1	-	1 - 8
		167/2	-	1 - 6
		167/10	-	2 - 14
		167/11	-	1 - 15
		167/20	-	0 - 1
		188	-	0 - 10
		373	-	0 - 4
		374	-	0 - 9
5. MAMERA	131	44/4	-	0 - 12
		44/7	1	0 - 3

1	2	3	4	5
MAMERA (Contd.)		44/7	2	0 - 18
		44/14	1	0 - 3
		44/14	2	3 - 0
		44/17	-	2 -15
		44/18	1	0 - 1
		44/23	-	2 - 11
		44/24	-	0 - 5
		47/2	-	1 - 5
		47/3	-	1 - 10
		47/9	-	2 - 17
		47/10	-	0 - 2
		47/11	-	2 - 11
		47/12	-	0 - 8
		47/20	-	1 - 17
		48/16	1	0 - 6
		48/16	2	0 - 15
		48/24	-	0 - 1
		48/25	-	2 - 18
		67/4	-	2 - 7
		67/5	-	0 - 8
		67/7	1	2 - 1
		67/7	2	0 - 1
		67/8	-	0 - 17
		67/12	-	0 - 1

1	2	3	4	5
MAMERA (Contd.)		67/13	1	1 - 8
		67/13	2	1 - 2
		67/18	-	0 - 14
		67/19	-	2 - 5
		67/21	2	0 - 14
		67/22	-	2 - 5
		72/1	-	2 - 19
		72/2	-	0 - 1
		72/10	1	0 - 5
		72/10	2	0 - 13
		73/5	-	0 - 1
		73/6	-	2 - 1
		73/14	-	0 - 10
		73/15	1	0 - 18
		73/15	2	1 - 11
		73/16	2	0 - 1
		73/17	-	2 - 18
		73/23	1	1 - 4
		73/23	2	0 - 12
		73/24	-	1 - 2
		87/16	-	0 - 5
		87/25	-	2 - 15
		88/2	1	0 - 1
		88/2	2	0 - 6

1	2	3	4	5
MAMERA (Contd.)		88/3	1	2 - 12
		88/8	-	0 - 1
		88/9	1	0 - 2
		88/9	2	2 - 5
		88/11	1	1 - 8
		88/11	2	0 - 4
		88/12	-	1 - 6
		88/20	-	2 - 12
		88/21	-	0 - 2
		96/4	-	1 - 8
		96/5	-	1 - 9
		96/7	-	2 - 16
		96/8	1	0 - 3
		96/13	-	2 - 13
		96/14	-	0 - 5
		96/18	-	1 - 13
		96/19	1	0 - 4
		96/19	2	1 - 0
		96/21	-	0 - 1
		96/22	-	2 - 17
		108/6	-	1 - 1
		108/14	-	0 - 1
		108/15	-	2 - 19
		108/16	-	0 - 11

1	2	3	4	5
MAMERA (Contd.)		108/17	-	2 - 8
		108/23	-	0 - 17
		108/24	-	2 - 2
		109/1	-	2 - 11
		109/2	-	0 - 8
		109/10	-	1 - 18
		120/3	1	0 - 3
		120/3	2	2 - 6
		120/8	1	0 - 6
		120/8	2	2 - 3
		120/9	1/2	0 - 2
		120/12	-	2 - 2
		120/13	-	0 - 9
		120/19	1	2 - 12
		120/21	-	0 - 14
		120/22	-	1 - 18
		129/6	1	0 - 1
		129/15	-	1 - 11
		129/16	-	2 - 11
		129/24	2	0 - 5
		129/25	-	2 - 6
		130/1	-	2 - 10
		130/2	-	0 - 1
		130/10	-	2 - 11

1	2	3	4	5
[illegible] (Contd.)		130/11	-	1 - 0
		144/4	2	2 - 5
		144/5	-	0 - 5
		144/7	-	1 - 17
		144/8	-	1 - 18
		144/12	-	0 - 4
		144/13	-	2 - 8
		144/18	2	0 - 5
		144/19	-	2 - 7
		144/21	-	0 - 1
		144/22	-	2 - 12
		150/15	-	1 - 2
		150/16	-	2 - 15
		151/1	-	1 - 12
		151/2	1	0 - 7
		151/2	2	0 - 10
		151/10	-	2 - 13
		151/11	-	1 - 11
		151/20	2	0 -1
		193	-	0 - 13
		196	-	0 - 3
		200	-	0 - 12
		201	-	0 - 7
		203	-	0 - 9

1	2	3	4	5
MAMERA (Contd.)		208	-	0 - 9
		282/2	-	0 - 3
		283	-	0 - 2
		286	-	0 - 8
		290	-	0 - 4
		769	-	0 - 5
6. MAUJUKHERA	133	6/2	-	1 - 13
		6/9	-	1 - 8
		6/10	-	1 - 4
		6/11	-	2 - 13
		6/20	-	2 - 4
		6/21	-	0 - 2
		7/16	-	0 - 9
		7/25	-	2 - 10
		16/4	-	0 - 1
		16/5	-	2 - 9
		16/6	-	0 - 10
		16/7	-	1 - 19
		16/14	-	2 - 13
		16/17	-	1 - 11
		16/18	-	1 - 2
		16/23	1	2 - 2
		16/23	2	0 - 10

1	2	3	4	5
MAU JUKHERA (Confd.)		16/24	-	0 - 1
		23/2	-	0 - 7
		23/3	-	2 - 1
		23/8	-	0 - 3
		23/9	1	0 - 12
		23/9	2	2 - 2
		23/11	1	0 - 4
		23/19	1	0 - 13
		23/19	2/1/1	0 - 1
		23/19	2/1/2	0 - 9
		23/20	2/1	0 - 6
		23/20	2/2	1 - 2
		23/21	-	2 - 13
		33/5	1	0 - 1
		33/5	2	0 - 18
		33/6	1	1 - 9
		33/6	2	1 - 3
		33/14	-	0 - 5
		33/15	-	2 - 7
		33/16	1	0 - 1
		33/16	2	0 - 3
		33/17	-	2 - 8
		33/23	2	0 - 1
		33/24	1/2	0 - 5

1	2	3	4	5
MAUJUKHERA (Contd.)		33/24	2/1	0 - 2
		33/24	2/2	2 - 4
		33/24	2/2/1	0 - 1
		34/1	1/1	0 - 14
		34/1	1/2	0 - 1
		34/1	2	0 - 7
		40/3	-	1 - 15
		40/4	1/1	0 - 5
		40/4	1/2	0 - 9
		40/4	2	0 - 3
		40/8	-	2 - 12
		40/12	-	0 - 17
		40/13	-	1 - 16
		40/18	1	0 - 1
		40/19	-	2 - 12
		40/21	-	0 - 1
		40/22	-	2 - 8
		46/6	-	0 - 1
		46/15	1	1 - 0
		46/15	2	0 - 6
		46/16	1	0 - 10
		46/16	2	1 - 17
		46/24	-	0 - 15
		46/25	1	1 - 2

1	2	3	4	5
MAU JUKHERA (Contd.)		47/1	-	2 - 6
		47/10	1	1 - 3
		47/10	2	1 - 9
		47/11	1/1	0 - 14
		47/11	1/2	0 - 6
		55/4	-	3 - 0
		55/5	-	0 - 1
		55/7	-	0 - 16
		55/8	1/1	1 - 15
		55/8	1/2	0 - 2
		55/8	2	0 - 9
		55/12	-	1 - 1
		55/13	-	2 - 0
		55/19	-	2 - 11
		55/20	-	0 - 2
		55/21	-	2 - 15
		55/22	-	0 - 2
		59/5	-	1 - 14
		59/6	-	2 - 10
		59/7	-	0 - 10
		59/13	2	0 - 1
		59/14	1	2 - 18
		59/14	2	0 - 2
		59/15	1	0 - 1

1	2	3	4	5
MAU JUKHERA (Contd.)		59/17	-	0 - 13
		59/18	1	1 - 19
		59/18	2	0 - 5
		59/22	-	1 - 1
		60/1	-	1 - 6
		70/1	-	0 - 4
		70/2	1	2 - 1
		70/2	2	0 - 16
		70/9	-	0 - 4
		70/10	-	2 - 16
		70/11	-	0 - 19
		71/15	1	1 - 12
		71/15	2	0 - 4
		71/16	-	2 - 8
		71/17	-	0 - 5
		71/23	-	0 - 1
		71/24	1	1 - 4
		71/24	2	1 - 13
		71/25	-	0 - 1
		71/26	-	0 - 9
		73/25	-	1 - 7
		74/3	-	2 - 8
		74/4	-	0 - 8
		74/8	1	1 - 14

1	2	3	4	5
MAU JUKHERA (Contd.)		74/8	2	0 - 1
		74/9	1	0 - 1
		74/9	2	0 - 3
		74/9	3	0 - 18
		74/11	-	0 - 5
		74/12	-	2 - 15
		74/19	-	0 - 3
		74/20	-	3 - 1
		74/21	-	1 - 2
		88/4	-	0 - 12
		88/5	-	2 - 6
		88/7	-	0 - 11
		88/9	-	0 - 1
		88/27	-	0 - 11
		151	-	1 - 3
		159	-	1 - 19
		169	-	0 - 18
		170	-	0 - 2
		171	-	0 - 12
		687	-	0 - 3
		704	-	0 - 3
		718	-	0 - 4
		722	-	0 - 8
		730	-	0 - 10

1	2	3	4	5
MAUJUKHERA (Contd.)		734	-	0-9
		741	-	0-5
		742	-	0-6
		783	-	0-4

[F No R-31015/50/2001 OR-II]
HARISH KUMAR, Under Secy

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 2 मई, 2002

का. आ. 1497.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक अपरिष्कृत तेल के परिवहन के लिए गुरू गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुंषगी) द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची मे वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाने के सबंध मे श्री राम करण शर्मा, सक्षम प्राधिकारी, मुन्द्रा–भटिंडा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी प्रोजेक्ट, गुरू गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), 450, एम सी. कालोनी, हिसार रोड, सिरसा –125055 को लिखित रूप में आक्षेप भेज सकेगा ;

अनुसूची

तहसील रानिया जिला सिरसा राज्य हरियाणा

गांव का नाम	हदबस्त नम्बर	खसरा नम्बर	हिस्सा (यदि कोई है)	क्षेत्रफल कनाल- मरला
1	2	3	4	5
जीवन नगर	124 - 126 - 127	494/18	-	0 - 8
		494/22	-	1 - 18
		494/23	-	1 - 3
		495/1	-	1 - 9
		495/2	-	1 - 15
		495/10	1	1 - 5
		495/10	2	1 - 3
		495/11	-	0 - 1
		496/6	-	0 - 16
		496/14	-	0 - 6
		496/15	-	2 - 19
		496/16	-	0 - 2
		496/17	-	3 - 2
		496/18	-	0 - 1
		496/23	1	1 - 0
		496/23	2	1 - 7
		496/24	1	0 - 15

1	2	3	4	5
जीवन नगर (चालू)	124 - 126 - 127 (चालू)	523/15	-	0 - 10
		523/16	1	2 - 18
		523/16	2	0 - 1
		523/17	-	0 - 4
		523/23	-	0 - 1
		523/24	-	2 - 14
		523/25	-	0 - 1
		524/2	-	2 - 0
		524/3	-	1 - 5
		524/9	-	1 - 18
		524/10	-	1 - 7
		524/11	-	2 - 2
		527/3	-	0 - 6
		527/4	-	0 - 8
		706	-	0 - 10
		709	-	0 - 15
		1314	-	0 - 4
		1315	-	0 - 4
		1562	-	0 - 5
		1572	-	0 - 5
नकौड़ा	128	3/3	-	1 - 18
		3/4	1	0 - 1
		3/8	-	1 - 4
		3/9	-	2 - 0

1	2	3	4	5
नकौड़ा	128	3/11	-	1 - 8
(चालू)	(चालू)	3/12	-	1 - 19
		3/20	-	2 - 10
		3/21	-	0 - 1
		4/16	-	0 - 15
		4/24	-	0 - 5
		4/25	1	1 - 8
		4/25	2	1 - 11
		22/3	2	0 - 1
		22/4	-	3 - 1
		22/5	1	0 - 3
		22/7	-	0 - 11
		22/8	-	2 - 11
		22/12	-	2 - 1
		22/13	-	1 - 4
		22/19	-	1 - 17
		22/20	-	1 - 9
		22/21	-	2 - 9
		26/1	1	0 - 3
		26/1	2/1	0 - 18
		27/5	2/2	1 - 7
		27/6	-	2 - 13
		27/14	2	0 - 11
		27/15	2	2 - 2

1	2	3	4	5
नकौड़ा	128	27/16	2	0 - 1
(चालू)	(चालू)	27/17	1	2 - 11
		27/23	3	0 - 1
		27/24	-	2 - 11
		43/3	-	2 - 2
		43/4	-	0 - 11
		43/8	-	2 - 13
		43/12	-	1 - 5
		43/13	1	0 - 17
		43/13	2	0 - 10
		43/18	-	0 - 1
		43/19	-	2 - 13
		43/21	-	0 - 7
		43/22	-	2 - 4
		48/1	-	2 - 10
		48/2	-	0 - 2
		48/10	-	2 - 7
		48/11	-	0 - 12
		49/6	-	0 - 1
		49/15	-	2 - 0
		49/16	-	2 - 13
		49/24	-	0 - 18
		49/25	-	1 - 10
		61/4	-	2 - 13

1	2	3	4	5
नकौड़ा	128	61/7	-	2 - 1
(चालू)	(चालू)	61/8	-	0 - 11
		61/13	-	2 - 12
		61/14	-	0 - 1
		61/18	-	2 - 8
		61/19	1	0 - 1
		61/22	-	2 - 2
		61/23	-	0 - 5
		66/2	-	0 - 14
		83	-	0 - 9
		92	-	0 - 4
		96	-	0 - 9
		148	-	0 - 3
		151	-	0 - 3
रानियां	137	147/25	1	0 - 8
		147/25	2	0 - 18
		148/3	-	0 - 16
		148/4	-	0 - 13
		148/7	-	0 - 1
		148/8	-	3 - 0
		148/9	-	0 - 3
		148/12	1	2 - 10
		148/12	2	0 - 5

1	2	3	4	5
रानियां	137	148/13	1	0 - 3
(चालू)	(चालू)	148/19	1	0 - 7
		148/19	2	0 - 18
		148/20	1	0 - 17
		148/20	2	1 - 4
		148/21	1	0 - 10
		148/21	2	1 - 1
		148/21	3	0 - 7
		205/4	1	0 - 1
		205/4	2	0 - 5
		205/5	1	1 - 11
		205/5	2/1	0 - 13
		205/5	2/2	0 - 9
		205/5	3	0 - 1
		205/6	-	0 - 2
		205/7	-	3 - 1
		205/8	-	0 - 1
		205/13	-	0 - 1
		205/14	-	2 - 9
		205/17	1	0 - 3
		205/17	2	0 - 5
		205/23	-	0 - 1
		205/24	-	2 - 8
		208/15	-	1 - 7

1	2	3	4	5
रानियां	137	208/16	-	1 - 10
(चालू)	(चालू)	208/17	-	1 - 2
		208/18	-	2 - 7
		208/23	-	0 - 1
		209/2	-	0 - 3
		209/3	-	3 - 1
		209/4	1	0 - 10
		209/8	-	0 - 6
		209/9	-	2 - 19
		209/10	1	0 - 1
		209/10	3/1	0 - 1
		209/10	3/2	0-7
		209/11	-	2 - 16
		209/12	-	0 - 1
		599	-	2 - 6
		603	-	0 - 9
		611	-	0 - [illegible]
		650	-	0 - [illegible]
		761	-	0 2
		1315	-	0 - 6
		1866	-	0 - 4
		1902	-	0 - 3
खारीयां	216	54/6	-	0 - 4
		54/15	1	0 - 1

1	2	3	4	5
खारीयां	216	54/15	2	2 - 4
(चालू)	(चालू)	54/16	1	1 - 8
		54/16	2	0 - 18
		54/17	-	0 - 8
		54/24	-	2 - 12
		54/25	-	0 - 2
		55/10	-	1 - 16
		55/11	-	0 - 2
		62/3	-	0 - 9
		62/4	-	2 - 6
		62/7	-	0 - 1
		62/8	-	2 - 13
		62/12	-	0 - 10
		62/13	-	2 - 4
		62/18	-	0 - 1
		62/19	-	2 - 13
		62/22	-	2 - 1
		71/16	-	0 - 12
		71/25	1	2 - 13
		71/25	2	0 - 3
		72/2	-	1 - 17
		72/9	1	0 - 1
		72/9	2	2 - 11
		72/10	-	0 - 1

1	2	3	4	5
खारीयां	216	72/11	-	2 - 8
(चालू)	(चालू)	72/12	-	0 - 8
		72/20	-	2 - 5
		72/21	-	0 - 1
		90/4	-	1 - 9
		90/5	1	0 - 5
		90/5	2	1 - 2
		90/7	-	1 - 16
		90/8	-	0 - 1
		90/13	-	2 - 3
		90/14	-	0 - 9
		90/18	1	0 - 3
		90/18	2	2 - 4
		90/19	1	0 - 10
		90/22	-	2 - 16
		90/23	-	0 - 1
		96/6	-	0 - 1
		96/15	-	2 - 2
		96/16	-	2 - 6
		96/17	-	0 - 11
		96/24	-	2 - 16
		96/25	-	0 - 1
		97/1	-	1 - 9
		97/2	-	1 - 8

1	2	3	4	5
खारीया	216	97/10	-	2 - 16
(चालू)	(चालू)	97/11	-	0 - 10
		117/3	1	0 - 2
		117/3	2	1 - 7
		117/4	1	1 - 7
		117/8	1	0 - 14
		117/8	2	2 - 1
		117/9	-	0 - 1
		117/12	-	2 - 8
		117/13	-	0 - 9
		117/19	-	2 - 5
		117/20	1	0 - 12
		117/21	1	0 - 4
		117/21	2	1 - 14
		117/22	-	0 - 1
		121/5	1	1 - 3
		121/5	2	0 - 3
		121/6	1	1 - 7
		121/6	3	1 - 9
		121/7	1	0 - 1
		121/14	-	1 - 16
		121/15	-	0 - 19
		121/17	1	0 - 1
		121/17	2	2 - 14

1	2	3	4	5
खारीया	216	121/18	-	0 - 1
(चालू)	(चालू)	121/23	-	2 - 6
		121/24	-	0 - 11
		122/1	1	1 - 9
		146/2	-	0 - 4
		146/3	-	2 - 12
		146/8	-	0 - 5
		146/9	-	2 - 12
		146/11	-	0 - 9
		146/12	-	2 - 7
		146/19	-	0 - 1
		146/20	-	2 - 15
		146/21	1	0 - 10
		445	-	0 - 10
		457	-	0 - 5
		467	-	0 - 4
		469	-	0 - 2
		519	-	0 - 17
		523	-	0 - 8
		1280	-	0 - 4
		1289	-	0 - 4
भूना	224	106/24	2	0 - 1
		106/25	-	0 - 8

1	2	3	4	5
भूना	224	107/20	-	0 - 1
(चालू)	(चालू)	107/21	-	1 - 10
		109/5	1	1 - 5
		109/5	2	1 - 1
		109/6	2	2 - 3
		109/6	3	0 - 2
		109/7	-	0 - 1
		109/14	-	0 - 19
		109/15	-	0 - 16
		109/17	-	2 - 8
		109/24	-	2 - 2
		115/3	-	0 - 7
		115/4	-	1 - 15
		115/7	-	0 - 2
		115/8	-	2 - 3
		115/13	-	2 - 4
		115/18	-	2 - 7
		115/22	-	0 - 8
		115/23	-	1 - 19
		118/2	-	1 - 15
		118/3	-	0 - 12
		118/9	1	1 - 14
		118/9	2	0 - 10
		118/12	1	2 - 7

1	2	3	4	5
भूना	224	118/19	2	2 - 8
(चालू)	(चालू)	144	-	0 - 2
		145	-	0 - 5
		146	-	0 - 3
		151	-	0 - 9
		188	-	0 - 3
		527	-	0 - 15
मैहनाखेड़ा	225	28/21	-	0 - 1
		28/22	-	1 - 15
		30/1	-	0 - 18
		30/2	-	1 - 10
		30/9	-	0 - 2
		30/10	-	2 - 7
		30/11	-	2 - 9
		30/20	-	2 - 9
		30/21	-	2 - 1
		31/25	-	0 - 7
		42/5	-	2 - 0
		42/6	1	1 - 13
		42/6	2	0 - 16
		42/15	-	2 - 9
		42/16	-	2 - 7
		42/17	-	0 - 1

1	2	3	4	5
मैहनाखेड़ा	225	42/24	-	1 - 9
(चालू)	(चालू)	42/25	-	1 - 0
		43/1	-	0 - 8
		47/4	-	2 - 9
		47/5	-	0 - 1
		47/7	-	2 - 9
		47/14	-	2 - 9
		47/17	-	1 - 13
		47/18	1	0 - 1
		47/18	2/2	0 - 15
		47/23	-	2 - 6
		47/24	-	0 - 3
		58/3	1	1- 17
		58/3	2	0 - 8
		58/8	-	2 - 9
		58/12	-	0 - 6
		58/13	-	1 - 19
		58/18	-	0 - 11
		58/19	-	1 - 3
		58/22	-	2 - 5
		63/2	-	2 - 2
		63/9	-	1 - 19
		63/10	-	0 - 1
		63/11	-	1 - 6

1	2	3	4	5
महनाखेड़ा	225	63/12	-	1 - 3
(चालू)	(चालू)	63/19	-	0 - 1
		63/20	-	2 - 9
		63/21	-	2 - 9
		73/6	-	0 - 16
		73/15	1	2 - 9
		73/15	2	0 - 5
		73/16	-	1 - 14
		73/17	-	1 - 0
		73/24	-	2 - 14
		73/25	1	0 - 1
		74/1	-	2 - 9
		74/10	-	1 - 8
		80/3	-	0 - 1
		80/4	-	2 7
		80/7	-	0 - 1
		80/8	1	0 - 3
		80/8	2	2 - 2
		80/12	-	0 - 13
		80/13	-	2 - 0
		80/18	1	0 - 1
		80/19	-	2 - 13
		80/21	2	0 - 11
		80/22	-	2 - 3

1	2	3	4	5
मैहनाखेड़ा	225	88/6	-	0 - 8
(चालू)	(चालू)	88/15	-	2 - 13
		88/16	-	2 - 0
		88/17	-	0 - 6
		88/24	-	2 - 11
		88/25	-	0 - 3
		89/1	-	2 - 9
		89/2	-	0 - 1
		89/10	-	2 - 7
		89/11	-	0 - 2
		99/3	-	0 - 4
		99/4	-	2 - 10
		99/7	1	0 - 5
		99/8	-	2 - 9
		99/12	1	0 - 4
		99/13	1	1 - 7
		99/13	2	0 - 1
		99/18	-	0 - 16
		99/19	1	2 - 7
		99/19	2	0 - 1
		99/21	2	0 - 1
		99/22	-	2 - 9
		105/6	2	0 - 1
		105/15	-	2 - 2

1	2	3	4	5
मैहनाखेड़ा	225	105/16	-	2 - 14
(चालू)	(चालू)	105/17	-	0 - 1
		105/24	1	0 - 7
		105/24	2	1 - 12
		105/25	1	0 - 12
		105/25	2	0 - 3
		106/1	2	2 - 5
		106/2	1	0 - 9
		106/10	1	0 - 3
		106/10	2	1 - 11
		106/10	3	0 - 17
		106/11	1	0 - 12
		106/11	2	0 - 1
		119/3	-	0 - 1
		119/4	-	2 - 14
		119/7	-	0 - 18
		119/8	-	1 - 15
		119/13	-	2 - 14
		119/18	-	1 - 1
		119/19	-	1 - 12
		119/22	-	2 - 14
		122/15	-	0 - 19
		122/16	-	2 - 12
		122/24	-	0 - 19

1	2	3	4	5
मेहनाखेड़ा	225	122/25	-	1 - 14
(चालू)	(चालू)	123/1	-	1 - 9
		123/2	-	0 - 17
		123/10	-	2 - 14
		123/11	-	1 - 8
		139/4	-	1 - 8
		179	-	0 - 17
		183	-	0 - 6
		188	-	0 - 10
		189	-	0 - 7
		295	-	0 - 4
		321	-	0 - 2
		327	-	0 - 4
		328	-	0 - 5
		329	-	0 - 8
		343	-	0 - 5
		522	-	0 - 3
कुस्सर	226	93/4	-	1 - 0
		93/7	-	2 - 2
		93/8	-	0 - 11
		93/13	-	2 - 11
		93/14	-	0 - 1
		93/18	-	2 - 7

1	2	3	4	5
कुस्सर	226	93/19	1	0 - 1
(चालू)	(चालू)	93/19	2	0 - 4
		93/22	-	2 - 7
		93/23	-	0 - 5
		97/1	-	0 - 2
		97/2	-	2 - 9
		97/9	-	0 - 8
		97/10	-	2 - 4
		97/11	1/1	1 - 3
		97/11	2	1 - 8
		97/20	-	0 - 13
		98/15	2	0 - 1
		98/16	-	1 - 17
		98/24	-	0 - 2
		98/25	-	2 - 12
		115/4	-	2 - 8
		115/5	-	0 - 6
		115/7	-	2 - 6
		115/8	-	0 - 7
		115/13	-	2 - 11
		115/14	-	0 - 2
		115/18	-	2 - 8
		115/19	-	0 - 5
		115/22	-	2 - 10

1	2	3	4	5
कुस्सर	226	115/23	-	0 - 4
(चालू)	(चालू)	124/1	-	0 - 3
		124/2	-	2 - 9
		124/9	-	0 - 5
		124/10	1	2 - 0
		124/10	2	0 - 9
		124/11	-	2 - 11
		124/20	-	0 - 6
		125/15	1	0 - 1
		125/15	2	0 - 1
		125/16	1	0 - 4
		125/16	2/1	1 - 19
		125/16	2/2	0 - 3
		125/24	-	0 - 1
		125/25	-	2 - 6
		140/4	-	2 - 4
		140/5	1	0 - 9
		140/7	-	2 - 13
		140/8	-	0 - 1
		140/13	-	2 - 2
		140/14	-	0 - 11
		140/18	-	2 - 14
		140/19	-	0 - 1
		140/22	-	0 - 18

1	2	3	4	5
कुस्सर	226	140/23	-	1 - 6
(चालू)	(चालू)	149/1	-	0 - 1
		149/2	-	2 - 14
		149/9	-	0 - 17
		149/10	-	1 - 16
		149/11	-	2 - 11
		149/20	-	0 - 18
		150/16	-	1 - 6
		150/25	-	2 - 10
		160/4	2	1 - 11
		160/5	1	0 - 3
		160/5	2	0 - 19
		160/7	-	2 - 14
		160/13	-	0 - 14
		160/14	-	1 - 3
		160/17	-	0 - 2
		160/18	-	0 - 13
		160/23	-	2 - 9
		166/3	-	2 - 10
		166/8	-	1 - 11
		166/9	-	0 - 18
		166/12	-	2 - 9
		166/13	-	0 - 1
		166/19	-	2 - 10

1	2	3	4	5
कुस्सर	226	166/21	-	0 - 2
(चालू)	(चालू)	166/22	-	2 - 7
		172/1	-	0 - 13
		172/2	-	0 - 11
		183	-	1 - 16
		197	-	0 - 9
		523	-	0 - 2
		552	-	0 - 8
		556	-	0 - 3
		578	-	0 - 8
बालासर	228	7/1	-	1 - 2
		7/2	-	0 - 1
		7/10	-	2 - 10
		7/11	-	2 - 10
		7/20	-	1 - 17
		7/21	-	0 - 6
		8/16	-	0 - 12
		8/25	1	2 - 0
		8/25	2	0 - 3
		19/5	-	2 - 9
		19/6	-	2 - 9
		19/7	-	0 - 1
		19/14	-	1 - 9

1	2	3	4	5
बालासर	228	19/15	-	1 - 0
(चालू)	(चालू)	19/17	-	2 - 10
		19/24	-	2 - 10
		28/3	-	0 - 1
		28/4	-	2 - 8
		28/7	-	1 - 15
		28/8	-	0 - 13
		28/13	-	1 - 18
		28/14	-	0 - 10
		28/18	-	2 - 8
		28/23	-	2 - 9
		52/3	1	2 - 9
		52/8	1	1 - 15
		52/9	-	0 - 14
		52/12	-	2 - 7
		52/13	-	0 - 2
		52/19	-	2 - 9
		52/21	-	0 - 1
		52/22	-	2 - 9
		62/1	1	0 - 8
		62/1	2	0 - 10
		62/2	-	[illegible]
		62/9	-	0 - 1
		62/10	-	2 - 8

1	2	3	4	5
भालासर	228	62/11	-	2 - 9
(चालू)	(चालू)	62/20	1	0 - 12
		62/20	2	1 - 3
		62/21	-	1 - 6
		63/25	2	0 - 15
		86/5	-	2 - 7
		86/6	-	2 - 9
		86/14	2	0 - 1
		86/15	-	2 - 9
		86/16	-	1 - 1
		86/17	1	1 - 8
		86/24	1	0 - 10
		86/24	2	1 - 19
		86/25	-	0 - 1
		87/1	-	0 - 1
		99/4	-	2 - 9
		99/7	1	0 - 3
		99/7	2	2 - 3
		99/8	2	0 - 1
		99/13	-	1 - 11
		99/14	-	0 - 9
		99/17	-	0 - 1
		99/18	1	2 - 9
		99/23	1	2 - 0

1	2	3	4	5
बालासर	228	99/23	2	0 - 10
(चालू)	(चालू)	115/2	-	0 - 3
		115/3	-	2 - 6
		115/8	1	0 - 13
		115/9	-	0 - 17
		115/12	-	2 - 15
		115/19	-	2 - 9
		115/22	1	0 - 7
		115/22	2	1 - 18
		128/2	1	0 - 14
		128/2	2	1 - 15
		128/9	-	1 - 15
		128/10	-	0 - 15
		128/11	-	2 - 11
		128/12	-	0 - 1
		128/20	1	0 - 19
		128/20	2	1 - 12
		128/21	1/1	0 - 1
		128/21	2	0 - 14
		129/16	-	0 - 1
		129/25	1	0 - 7
		129/25	2/2	0 - 1
		129/25	2/3	1 - 2
		139/5	-	2 - 11

1	2	3	4	5
बालासर	228	139/6	-	2 - 6
(चालू)	(चालू)	139/7	-	0 - 5
		139/14	-	2 - 5
		139/15	-	0 - 6
		139/17	-	2 - 11
		139/23	-	0 - 17
		139/24	-	1 - 14
		154/3	-	2 - 11
		154/4	-	0 - 1
		154/8	-	2 - 11
		154/9	-	0 - 1
		154/12	-	1 - 14
		154/13	-	0 - 17
		154/19	-	2 - 11
		154/21	1	0 - 1
		154/21	2	0 - 4
		154/22	-	2 - 5
		160/15	-	0 - 18
		160/16	1	2 - 5
		160/16	2	0 - 6
		160/24	-	0 - 1
		160/25	-	2 - 10
		161/1	1	1 - 15
		161/1	2	0 - 11

1	2	3	4	5
बालासर	228	161/1	3	0 - 5
(चालू)	(चालू)	161/2	-	0 - 5
		161/10	-	2 - 11
		161/11	-	1 - 7
		175/4	-	1 - 14
		175/5	-	0 - 17
		175/7	-	1 - 14
		202	-	0 - 7
		203	-	0 - 2
		213	-	0 - 12
		214	-	0 - 6
		215	2	0 - 8
		577	-	0 - 7
भड़ोलांवाली	229	60/7	-	0 - 17
		60/13	-	0 - 6
		60/14	-	2 - 5
		60/17	-	0 - 5
		60/18	-	2 - 6
		60/23	-	2 - 11
		64/2	-	0 - 11
		64/3	-	1 - 7
		64/8	-	0 - 1
		64/9	-	3 - 0

1	2	3	4	5
भड़ोलांवाली	229	64/10	-	0 - 1
(चालू)	(चालू)	64/11	-	2 - 5
		64/12	-	0 - 15
		64/20	-	2 - 1
		65/16	-	0 - 19
		65/24	-	0 - 1
		65/25	-	2 - 19
		81/4	-	2 - 12
		81/5	-	0 - 8
		81/7	-	1 - 12
		81/8	-	1 - 8
		81/12	-	0 - 5
		81/13	-	2 - 15
		81/18	-	0 - 2
		81/19	-	2 - 17
		81/21	-	1 - 17
		81/22	-	1 - 3
		92/1	-	2 - 5
		92/10	1	0 - 1
		93/5	-	0 - 17
		93/6	-	2 - 7
		93/7	-	0 - 1
		93/14	-	2 - 6
		93/15	-	0 - 14

1	2	3	4	5
भड़ोलांवाली	229	93/17	-	2 - 0
(चालू)	(चालू)	93/18	-	1 - 0
		93/22	2	0 - 2
		93/23	-	2 - 18
		106/15	1	0 - 2
		106/15	2	0 - 3
		106/16	1	0 - 3
		106/16	2	2 - 15
		106/24	-	1 - 18
		106/25	1	1 - 2
		107/2	-	2 - 13
		107/3	-	0 - 7
		107/9	-	1 - 10
		107/10	1	1 - 9
		107/11	1	0 - 1
		107/11	2	2 - 4
		107/20	1	0 - 1
		107/20	2	0 - 1
		118/3	-	0 - 12
		118/4	-	2 - 7
		118/7	-	0 - 1
		118/8	1	1 - 10
		118/8	2	1 - 9
		118/9	-	0 - 1

1	2	3	4	5
भड़ोलांवाली	229	118/12	-	2 - 7
(चालू)	(चालू)	118/13	1	0 - 13
		118/19	-	1 - 18
		118/20	-	1 - 1
		118/21	-	2 - 18
		118/22	-	0 - 1
		119/25	2	0 - 2
		130/5	-	2 - 13
		130/6	-	1 - 8
		130/7	1	1 - 10
		130/14	-	2 - 15
		130/17	-	1 - 13
		130/18	1	0 - 2
		130/23	-	2 - 3
		130/24	-	0 - 11
		131/1	-	0 - 4
		142/2	-	1 - 9
		142/3	-	1 - 13
		142/9	-	2 - 12
		142/10	-	0 - 11
		142/11	-	3 - 1
		142/12	-	0 - 1
		142/20	-	0 - 9
		143/15	-	0 - 1

1	2	3	4	5
भड़ोलांवाली	229	143/16	-	2 - 13
(चालू)	(चालू)	143/24	-	1 - 15
		143/25	-	1 - 7
		152/3	-	0 - 1
		152/4	-	1 - 15
		169	-	0 - 9
		540	-	0 - 4
		554	-	0 - 3
		557	-	0 - 4
		559	-	0 - 3
		560	-	0 - 5
		565	-	0 - 4
		566	-	0 - 4
		580	-	0 - 8
		600	-	0 - 5

[फा. सं. आर.-31015/5/2002 ओ.आर.-II]

हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 2nd May, 2002

S. O. 1497.— Whereas, it appears to the Central Government that it is necessary in the public interest, that a pipeline should be laid by Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd.) for the transportation of crude oil from Crude Oil Terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire, the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section(1) of section (3) of the said Act, are made available to the general public, object in writing to the

laying of the pipeline under the land to Shri Ram Karan Sharma, Competent Authority, Mundra -Bathinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd.), 450, M.C.Colony, Hissar Road, Sirsa-125055..

SCHEDULE

Tehsil:Rania District : Sirsa State : Haryana

Name of village	Hadbast No.	Khasra No.	Part/ Hissa No (if any)	Extent Kanal-Marla
1	2	3	4	5
JIWAN NAGAR	124 - 126 - 127	494/18	-	0 - 8
		494/22	-	1 - 18
		494/23	-	1 - 3
		495/1	-	1 - 9
		495/2	-	1 - 15
		495/10	1	1 - 5
		495/10	2	1 - 3
		495/11	-	0 - 1
		496/6	-	0 - 16
		496/14	-	0 - 6
		496/15	-	2 - 19
		496/16	-	0 - 2
		496/17	-	3 - 2
		496/18	-	0 - 1
		496/23	1	1 - 0
		496/23	2	1 - 7
		496/24	1	0 - 15

1	2	3	4	5
JIWAN NAGAR	124 - 126 - 127	523/15	-	0 - 10
(Contd..)	(Contd..)	523/16	1	2 - 18
		523/16	2	0 - 1
		523/17	-	0 - 4
		523/23	-	0 - 1
		523/24	-	2 - 14
		523/25	-	0 - 1
		524/2	-	2 - 0
		524/3		1 - 5
		524/9	-	1 - 18
		524/10	-	1 - 7
		524/11	-	2 - 2
		527/3	-	0 - 6
		527/4	-	0 - 8
		706	-	0 - 10
		709	-	0 - 15
		1314	-	0 - 4
		1315	-	0 - 4
		1562	-	0 - 5
		1572	-	0 - 5
NAKORA	128	3/3		1 - 18
		3/4	1	0 - 1
		3/8	-	1 - 4
		3/9	-	2 - 0

1	2	3	4	5
NAKORA	128	3/11	-	1 - 8
(Contd..)	(Contd..)	3/12	-	1 - 19
		3/20	-	2 - 10
		3/21	-	0 - 1
		4/16	-	0 - 15
		4/24	-	0 - 5
		4/25	1	1 - 8
		4/25	2	1 - 11
		22/3	2	0 - 1
		22/4	-	3 - 1
		22/5	1	0 - 3
		22/7	-	0 - 11
		22/8	-	2 - 11
		22/12	-	2 - 1
		22/13	-	1 - 4
		22/19	-	1 - 17
		22/20	-	1 - 9
		22/21	-	2 - 9
		26/1	1	0 - 3
		26/1	2/1	0 - 18
		27/5	2/2	1 - 7
		27/6	-	2 - 13
		27/14	2	0 - 11
		27/15	2	2 - 2

1	2	3	4	5
NAKORA	128	27/16	2	0 - 1
(Contd..)	(Contd..)	27/17	1	2 - 11
		27/23	3	0 - 1
		27/24	-	2 - 11
		43/3	-	2 - 2
		43/4	-	0 - 11
		43/8	-	2 - 13
		43/12	-	1 - 5
		43/13	1	0 - 17
		43/13	2	0 - 10
		43/18	-	0 - 1
		43/19	-	2 - 13
		43/21	-	0 - 7
		43/22	-	2 - 4
		48/1	-	2 - 10
		48/2	-	0 - 2
		48/10	-	2 - 7
		48/11	-	0 - 12
		49/6	-	0 - 1
		49/15	-	2 - 0
		49/16	-	2 - 13
		49/24	-	0 - 18
		49/25	-	1 - 10
		61/4	-	2 - 13

1	2	3	4	5
NAKORA	128	61/7	-	2 - 1
(Contd..)	(Contd)	61/8	-	0 - 11
		61/13	-	2 - 12
		61/14	-	0 - 1
		61/18	-	2 - 3
		61/19	1	0 - 1
		61/22	-	2 - 2
		61/23	-	0 - 5
		66/2	-	0 - 14
		83	-	0 - 9
		92	-	0 - 4
		96	-	0 - 9
		148	-	0 - 3
		151	-	0 - 3
RANIA	137	147/25	1	0 - 8
		147/25	2	0 - 18
		148/3	-	0 - 16
		148/4	-	0 - 13
		148/7	-	0 - 1
		148/8	-	3 - 0
		148/9	-	0 - 3
		148/12	1	2 - 10
		148/12	2	0 - 5

1	2	3	4	5
RANIA	137	148/13	1	0 - 3
(Contd..)	(Contd..)	148/19	1	0 - 7
		148/19	2	0 - 18
		148/20	1	0 - 17
		148/20	2	1 - 4
		148/21	1	0 - 10
		148/21	2	1 - 1
		148/21	3	0 - 7
		205/4	1	0 - 1
		205/4	2	0 - 5
		205/5	1	1 - 11
		205/5	2/1	0 - 13
		205/5	2/2	0 - 9
		205/5	3	0 - 1
		205/6	-	0 - 2
		205/7	-	3 - 1
		205/8	-	0 - 1
		205/13	-	0 - 1
		205/14	-	2 - 9
		205/17	1	0 - 3
		205/17	2	0 - 5
		205/23	-	0 - 1
		205/24	-	2 - 8
		208/15	-	1 - 7

1	2	3	4	5
RANIA	137	208/16	-	1 - 10
(Contd..)	(Contd..)	208/17	-	1 - 2
		208/18	-	2 - 7
		208/23	-	0 - 1
		209/2	-	0 - 3
		209/3	-	3 - 1
		209/4	1	0 - 10
		209/8	-	0 - 6
		209/9	-	2 - 19
		209/10	1	0 - 1
		209/10	3/1	0 - 1
		209/10	3/2	0-7
		209/11	-	2 - 16
		209/12	-	0 - 1
		599	-	2 - 6
		603	-	0 - 9
		611	-	0 - 19
		650	-	0 - 5
		761	-	0 - 2
		1315	-	0 - 6
		1866	-	0 - 4
		1902	-	0 - 3
KHARIAN	216	54/6	-	0 - 4
		54/15	1	0 - 1

1	2	3	4	5
KHARIAN	216	54/15	2	2 - 4
(Contd..)	(Contd..)	54/16	1	1 - 8
		54/16	2	0 - 18
		54/17	-	0 - 8
		54/24	-	2 - 12
		54/25	-	0 - 2
		55/10	-	1 - 16
		55/11	-	0 - 2
		62/3	-	0 - 9
		62/4	-	2 - 6
		62/7	-	0 - 1
		62/8	-	2 - 13
		62/12	-	0 - 10
		62/13	-	2 - 4
		62/18	-	0 - 1
		62/19	-	2 - 13
		62/22	-	2 - 1
		71/16	-	0 - 12
		71/25	1	2 - 13
		71/25	2	0 - 3
		72/2	-	1 - 17
		72/9	1	0 - 1
		72/9	2	2 - 11
		72/10	-	0 - 1

1	2	3	4	5
KHARIAN	216	72/11	-	2 - 8
(Contd)	(Contd.)	72/12	-	0 - 8
		72/20	-	2 - 5
		72/21	-	0 - 1
		90/4	-	1 - 9
		90/5	1	0 - 5
		90/5	2	1 - 2
		90/7	-	1 - 16
		90/8	-	0 - 1
		90/13	-	2 - 3
		90/14	-	0 - 9
		90/18	1	0 - 3
		90/18	2	2 - 4
		90/19	1	0 - 10
		90/22	-	2 - 16
		90/23	-	0 - 1
		96/6	-	0 - 1
		96/15	-	2 - 2
		96/16	-	2 - 6
		96/17	-	0 - 11
		96/24	-	2 - 16
		96/25	-	0 - 1
		97/1	-	1 - 9
		97/2	-	1 - 8

1	2	3	4	5
KHARIAN	216	97/10	-	2 - 16
(Contd..)	(Contd..)	97/11	-	0 - 10
		117/3	1	0 - 2
		117/3	2	1 - 7
		117/4	1	1 - 7
		117/8	1	0 - 14
		117/8	2	2 - 1
		117/9	-	0 - 1
		117/12	-	2 - 8
		117/13	-	0 - 9
		117/19	-	2 - 5
		117/20	1	0 - 12
		117/21	1	0 - 4
		117/21	2	1 - 14
		117/22	-	0 - 1
		121/5	1	1 - 3
		121/5	2	0 - 3
		121/6	1	1 - 7
		121/6	3	1 - 9
		121/7	1	0 - 1
		121/14	-	1 - 16
		121/15	-	0 - 19
		121/17	1	0 - 1
		121/17	2	2 - 14

1	2	3	4	5
KHARIAN	216	121/18	-	0 - 1
(Contd..)	(Contd..)	121/23	-	2 - 6
		121/24	-	0 - 11
		122/1	1	1 - 9
		146/2	-	0 - 4
		146/3	-	2 - 12
		146/8	-	0 - 5
		146/9	-	2 - 12
		146/11	-	0 - 9
		146/12	-	2 - 7
		146/19	-	0 - 1
		146/20	-	2 - 15
		146/21	1	0 - 10
		445	-	0 - 10
		457	-	0 - 5
		467	-	0 - 4
		469	-	0 - 2
		519	-	0 - 17
		523	-	0 - 8
		1280	-	0 - 4
		1289	-	0 - 4
BHUNA	224	106/24	2	0 - 1
		106/25	-	0 - 8

1	2	3	4	5
BHUNA	224	107/20	-	0 - 1
(Contd..)	(Contd..)	107/21	-	1 - 10
		109/5	1	1 - 5
		109/5	2	1 - 1
		109/6	2	2 - 3
		109/6	3	0 - 2
		109/7	-	0 - 1
		109/14	-	0 - 19
		109/15	-	0 - 16
		109/17	-	2 - 8
		109/24	-	2 - 2
		115/3	-	0 - 7
		115/4	-	1 - 15
		115/7	-	0 - 2
		115/8	-	2 - 3
		115/13	-	2 - 4
		115/18	-	2 - 7
		115/22	-	0 - 8
		115/23	-	1 - 19
		118/2	-	1 - 15
		118/3	-	0 - 12
		118/9	1	1 - 14
		118/9	2	0 - 10
		118/12	1	2 - 7

1	2	3	4	5
BHUNA	224	118/19	2	2 - 8
(Contd .)	(Contd..)	144	-	0 - 2
		145	-	0 - 5
		146	-	0 - 3
		151	-	0 - 9
		188	-	0 - 3
		527	-	0 - 15
MEHNAKHERA	225	28/21	-	0 - 1
		28/22	-	1 - 15
		30/1	-	0 - 18
		30/2	-	1 - 10
		30/9	-	0 - 2
		30/10	-	2 - 7
		30/11	-	2 - 9
		30/20	-	2 - 9
		30/21	-	2 - 1
		31/25	-	0 - 7
		42/5	-	2 - 0
		42/6	1	1 - 13
		42/6	2	0 - 16
		42/15	-	2 - 9
		42/16	-	2 - 7
		42/17	-	0 - 1

1	2	3	4	5
MEHNAKHERA	225	42/24	-	1 - 9
(Contd)	(Contd)	42/25	-	1 - 0
		43/1	-	0 - 8
		47/4	-	2 - 9
		47/5	-	0 - 1
		47/7	-	2 - 9
		47/14	-	2 - 9
		47/17	-	1 - 13
		47/18	1	0 - 1
		47/18	2/2	0 - 15
		47/23	-	2 - 6
		47/24	-	0 - 3
		58/3	1	1- 17
		58/3	2	0 - 8
		58/8	-	2 - 9
		58/12	-	0 - 6
		58/13	-	1 - 19
		58/18	-	0 - 11
		58/19	-	1 - 3
		58/22	-	2 - 5
		63/2	-	2 - 2
		63/9	-	1 - 19
		63/10	-	0 - 1
		63/11	-	1 - 6

1	2	3	4	5
MEHNAKHERA	225	63/12	-	1 - 3
(Contd..)	(Contd..)	63/19	-	0 - 1
		63/20	-	2 - 9
		63/21	-	2 - 9
		73/6	-	0 - 16
		73/15	1	2 - 9
		73/15	2	0 - 5
		73/16	-	1 - 14
		73/17	-	1 - 0
		73/24	-	2 - 14
		73/25	1	0 - 1
		74/1	-	2 - 9
		74/10	-	1 - 8
		80/3	-	0 - 1
		80/4	-	2 - 7
		80/7	-	0 - 1
		80/8	1	0 - 3
		80/8	2	2 - 2
		80/12	-	0 - 13
		80/13	-	2 - 0
		80/18	1	0 - 1
		80/19	-	2 - 13
		80/21	2	0 - 11
		80/22	-	2 - 3

1	2	3	4	5
MEHNAKHERA	225	88/6	-	0 - 8
(Contd..)	(Contd..)	88/15	-	2 - 13
		88/16	-	2 - 0
		88/17	-	0 - 6
		88/24	-	2 - 11
		88/25	-	0 - 3
		89/1	-	2 - 9
		89/2	-	0 - 1
		89/10	-	2 - 7
		89/11	-	0 - 2
		99/3	-	0 - 4
		99/4	-	2 - 10
		99/7	1	0 - 5
		99/8	-	2 - 9
		99/12	1	0 - 4
		99/13	1	1 - 7
		99/13	2	0 - 1
		99/18	-	0 - 16
		99/19	1	2 - 7
		99/19	2	0 - 1
		99/21	2	0 - 1
		99/22	-	2 - 9
		105/6	2	0 - 1
		105/15	-	2 - 2

1	2	3	4	5
MEHNAKHERA	225	105/16	-	2 - 14
(Contd.)	(Contd .)	105/17*	-	0 - 1
		105/24	1	0 - 7
		105/24	2	1 - 12
		105/25	1	0 - 12
		105/25	2	0 - 3
		106/1	2	2 - 5
		106/2	1	0 - 9
		106/10	1	0 - 3
		106/10	2	1 - 11
		106/10	3	0 - 17
		106/11	1	0 - 12
		106/11	2	0 - 1
		119/3	-	0 - 1
		119/4	-	2 - 14
		119/7	-	0 - 18
		119/8	-	1 - 15
		119/13	-	2 - 14
		119/18	-	1 - 1
		119/19	-	1 - 12
		119/22	-	2 - 14
		122/15	-	0 - 19
		122/16	-	2 - 12
		122/24	-	0 - 19

1	2	3	4	5
MEHNAKHERA	225	122/25	-	1 - 14
(Contd..)	(Contd.)	123/1	-	1 - 9
		123/2	-	0 - 17
		123/10	-	2 - 14
		123/11	-	1 - 8
		139/4	-	1 - 8
		179	-	0 - 17
		183	-	0 - 6
		188	-	0 - 10
		189	-	0 - 7
		295	-	0 - 4
		321	-	0 - 2
		327	-	0 - 4
		328	-	0 - 5
		329	-	0 - 8
		343	-	0 - 5
		522	-	0 - 3
KUSSAR	226	93/4	-	1 - 0
		93/7	-	2 - 2
		93/8	-	0 - 11
		93/13	-	2 - 11
		93/14	-	0 - 1
		93/18	-	2 - 7

1	2	3	4	5
KUSSAR	226	93/19	1	0 - 1
(Contd)	(Contd..)	93/19	2	0 - 4
		93/22	-	2 - 7
		93/23	-	0 - 5
		97/1	-	0 - 2
		97/2	-	2 - 9
		97/9	-	0 - 8
		97/10	-	2 - 4
		97/11	1/1	1 - 3
		97/11	2	1 - 8
		97/20	-	0 - 13
		98/15	2	0 - 1
		98/16	-	1 - 17
		98/24	-	0 - 2
		98/25	-	2 - 12
		115/4	-	2 - 8
		115/5	-	0 - 6
		115/7	-	2 - 6
		115/8	-	0 - 7
		115/13	-	2 - 11
		115/14	-	0 - 2
		115/18	-	2 - 8
		115/19	-	0 - 5
		115/22	-	2 - 10

1	2	3	4	5
KUSSAR	226	115/23	-	0 - 4
(Contd..)	(Contd..)	124/1	-	0 - 3
		124/2	-	2 - 9
		124/9	-	0 - 5
		124/10	1	2 - 0
		124/10	2	0 - 9
		124/11	-	2 - 11
		124/20	-	0 - 6
		125/15	1	0 - 1
		125/15	2	0 - 1
		125/16	1	0 - 4
		125/16	2/1	1 - 19
		125/16	2/2	0 - 3
		125/24	-	0 - 1
		125/25	-	2 - 6
		140/4	-	2 - 4
		140/5	1	0 - 9
		140/7	-	2 - 13
		140/8	-	0 - 1
		140/13	-	2 - 2
		140/14	-	0 - 11
		140/18	-	2 - 14
		140/19	-	0 - 1
		140/22	-	0 - 18

1	2	3	4	5
KUSSAR	226	140/23	-	1 - 6
(Contd.)	(Contd..)	149/1	-	0 - 1
		149/2	-	2 - 14
		149/9	-	0 - 17
		149/10	-	1 - 16
		149/11	-	2 - 11
		149/20	-	0 - 18
		150/16	-	1 - 6
		150/25	-	2 - 10
		160/4	2	1 - 11
		160/5	1	0 - 3
		160/5	2	0 - 19
		160/7	-	2 - 14
		160/13	-	0 - 14
		160/14	-	1 - 3
		160/17	-	0 - 2
		160/18	-	0 - 13
		160/23	-	2 - 9
		166/3	-	2 - 10
		166/8	-	1 - 11
		166/9	-	0 - 18
		166/12	-	2 - 9
		166/13	-	0 - 1
		166/19	-	2 - 10

1	2	3	4	5
KUSSAR	226	166/21	-	0 - 2
(Contd)	(Contd)	166/22	-	2 - 7
		172/1	-	0 - 13
		172/2	-	0 - 11
		183	-	1 - 16
		197	-	0 - 9
		523	-	0 - 2
		552	-	0 - 8
		556	-	0 - 3
		578	-	0 - 8
BALASAR	228	7/1	-	1 - 2
		7/2	-	0 - 1
		7/10	-	2 - 10
		7/11	-	2 - 10
		7/20	-	1 - 17
		7/21	-	0 - 6
		8/16	-	0 - 12
		8/25	1	2 - 0
		8/25	2	0 - 3
		19/5	-	2 - 9
		19/6	-	2 - 9
		19/7	-	0 - 1
		19/14	-	1 - 9

1	2	3	4	5
BALASAR	228	19/15	-	1 - 0
(Contd)	(Contd)	19/17	-	2 - 10
		19/24	-	2 - 10
		28/3	-	0 - 1
		28/4	-	2 - 8
		28/7	-	1 - 15
		28/8	-	0 - 13
		28/13	-	1 - 18
		28/14	-	0 - 10
		28/18	-	2 - 8
		28/23	-	2 - 9
		52/3	1	2 - 9
		52/8	1	1 - 15
		52/9	-	0 - 14
		52/12	-	2 - 7
		52/13	-	0 - 2
		52/19	-	2 - 9
		52/21	-	0 - 1
		52/22	-	2 - 9
		62/1	1	0 - 8
		62/1	2	0 - 10
		62/2	-	1 - 10
		62/9	-	0 - 1
		62/10	-	2 - 8

1	2	3	4	5
BALASAR	228	62/11	-	2 - 9
(Contd)	(Contd)	62/20	1	0 - 12
		62/20	2	1 - 3
		62/21	-	1 - 6
		63/25	2	0 - 15
		86/5	-	2 - 7
		86/6	-	2 - 9
		86/14	2	0 - 1
		86/15	-	2 - 9
		86/16	-	1 - 1
		86/17	1	1 - 8
		86/24	1	0 - 10
		86/24	2	1 - 19
		86/25	-	0 - 1
		87/1	-	0 - 1
		99/4	-	2 - 9
		99/7	1	0 - 3
		99/7	2	2 - 3
		99/8	2	0 - 1
		99/13	-	1 - 11
		99/14	-	0 - 9
		99/17	-	0 - 1
		99/18	1	2 - 9
		99/23	1	2 - 0
		99/23	2	0 - 10
		115/2	-	0 - 3
		115/3	-	2 - 6
		115/8	1	0 - 13

1	2	3	4	5
BALASAR	228	115/9		0 - 17
(Contd)	(Contd.)	115/12	-	2 - 15
		115/19	-	2 - 9
		115/22	1	0 - 7
		115/22	2	1 - 18
		128/2	1	0 - 14
		128/2	2	1 - 15
		128/9	-	1 - 15
		128/10	-	0 - 15
		128/11	-	2 - 11
		128/12	-	0 - 1
		128/20	1	0 - 19
		128/20	2	1 - 12
		128/21	1/1	0 - 1
		128/21	2	0 - 14
		129/16	-	0 - 1
		129/25	1	0 - 7
		129/25	2/2	0 - 1
		129/25	2/3	1 - 2
		139/5	-	2 - 11
		139/6	-	2 - 6
		139/7	-	0 - 5
		139/14	-	2 - 5
		139/15	-	0 - 6

1	2	3	4	5
BALASAR	228	139/17	-	2 - 11
(Contd)	(Contd)	139/23	-	0 - 17
		139/24	-	1 - 14
		154/3	-	2 - 11
		154/4	-	0 - 1
		154/8	-	2 - 11
		154/9	-	0 - 1
		154/12	-	1 - 14
		154/13	-	0 - 17
		154/19	-	2 - 11
		154/21	1	0 - 1
		154/21	2	0 - 4
		154/22	-	2 - 5
		160/15	-	0 - 18
		160/16	1	2 - 5
		160/16	2	0 - 6
		160/24	-	0 - 1
		160/25	-	2 - 10
		161/1	1	1 - 15
		161/1	2	0 - 11
		161/1	3	0 - 5
		161/2	-	0 - 5
		161/10	-	2 - 11
		161/11	-	1 - 7

1	2	3	4	5
BALASAR (Contd.)	228 (Contd..)	175/4	-	1 - 14
		175/5	-	0 - 17
		175/7	-	1 - 14
		202	-	0 - 7
		203	-	0 - 2
		213	-	0 - 12
		214	-	0 - 6
		215	2	0 - 8
		577	-	0 - 7
BHAROLANWALI	229	60/7	-	0 - 17
		60/13	-	0 - 6
		60/14	-	2 - 5
		60/17	-	0 - 5
		60/18	-	2 - 6
		60/23	-	2 - 11
		64/2	-	0 - 11
		64/3	-	1 - 7
		64/8	-	0 - 1
		64/9	-	3 - 0
		64/10	-	0 - 1
		64/11	-	2 - 5
		64/12	-	0 - 15
		64/20	-	2 - 1

1	2	3	4	5
BHAROLANWALI	229	65/16	-	0 - 19
(Contd..)	(Contd..)	65/24	-	0 - 1
		65/25	-	2 - 19
		81/4	-	2 - 12
		81/5	-	0 - 8
		81/7	-	1 - 12
		81/8	-	1 - 8
		81/12	-	0 - 5
		81/13	-	2 - 15
		81/18	-	0 - 2
		81/19	-	2 - 17
		81/21	-	1 - 17
		81/22	-	1 - 3
		92/1	-	2 - 5
		92/10	1	0 - 1
		93/5	-	0 - 17
		93/6	-	2 - 7
		93/7	-	0 - 1
		93/14	-	2 - 6
		93/15	-	0 - 14
		93/17	-	2 - 0
		93/18	-	1 - 0
		93/22	2	0 - 2
		93/23	-	2 - 18
		106/15	1	0 - 2

1	2	3	4	5
BHAROLANWALI (Contd..)	229 (Contd..)	106/15	2	0 - 3
		106/16	1	0 - 3
		106/16	2	2 - 15
		106/24	-	1 - 18
		106/25	1	1 - 2
		107/2	-	2 - 13
		107/3	-	0 - 7
		107/9	-	1 - 10
		107/10	1	1 - 9
		107/11	1	0 - 1
		107/11	2	2 - 4
		107/20	1	0 - 1
		107/20	2	0 - 1
		118/3	-	0 - 12
		118/4	-	2 - 7
		118/7	-	0 - 1
		118/8	1	1 - 10
		118/8	2	1 - 9
		118/9	-	0 - 1

1	2	3	4	5
BHAROLANWALI	229	118/12	-	2 - 7
(Contd..)	(Contd..)	118/13	1	0 - 13
		118/19	-	1 - 18
		118/20	-	1 - 1
		118/21	-	2 - 18
		118/22	-	0 - 1
		119/25	2	0 - 2
		130/5	-	2 - 13
		130/6	-	1 - 8
		130/7	1	1 - 10
		130/14	-	2 - 15
		130/17	-	1 - 13
		130/18	1	0 - 2
		130/23	-	2 - 3
		130/24	-	0 - 11
		131/1	-	0 - 4
		142/2	-	1 - 9
		142/3	-	1 - 13
		142/9	-	2 - 12
		142/10	-	0 - 11
		142/11	-	3 - 1
		142/12	-	0 - 1
		142/20	-	0 - 9
		143/15	-	0 - 1

1	2	3	4	5
BHAROLANWALI	229	143/16	-	2 - 13
(Contd..)	(Contd..)	148/24	-	1 - 15
		143/25	-	1 - 7
		152/3	-	0 - 1
		152/4	-	1 - 15
		169	-	0 - 9
		540	-	0 - 4
		554	-	0 - 3
		557	-	0 - 4
		559	-	0 - 3
		560	-	0 - 5
		565	-	0 - 4
		566	-	0 - 4
		580	-	0 - 8
		600	-	0 - 5

श्रम मंत्रालय

नई दिल्ली, 4 अप्रैल, 2002

का.आ. 1498.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल, सुदामडीह क्षेत्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध मे निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट (संदर्भ संख्या 57/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-04-2002 को प्राप्त हुआ था।

[सं. एल-20012/163/94-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 4th April, 2002

S.O. 1498.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/95) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL, Sudamdih Area and their workman, which was received by the Central Goverment on 03-04-2002.

[No. L-20012/163/94-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 57 of 1995

PARTIES :

Employers in relation to the management of Sudamdih Area of M/s. B.C.C.L. and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri B. N. Prasad, Advocate.

STATE : Jharkhand INDUSTRY : Coal

Dated, Dhanbad, the 21st March, 2002

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/163/94-I.R.(Coal-I), dated, the 3rd April, 1995.

SCHEDULE

"The action of the management of Sudamdih Shaft Mines of M/s. BCCL in retiring Shri Kapil Dev Sah, w.e.f. 14-8-93 is justified ? If not, to what relief the concerned workman is entitled ?"

2. The case of the concerned workman in brief is as follows :—

The concerned workman in the W.S. submitted that prior to his placement on duty with effect from 22-8-74 he was medically examined by the Medical Officer of the then management of NCDC Ltd. and his age was recorded as 35 years on 17-7-74. Thereafter the said NCDC was taken over by the management of BCCL and accordingly the control of Sudamdih Area including the Sudamdih Shaft Mine came under the control of the present management and all the workmen were retained in employment with their service condition in tact. He submitted that Dy. C.M.E./Project Officer by his letter dt. 15-2-93 intimated him the date of his superannuation from service with effect from 13-8-93 considering his date of birth as 14-8-33. On receipt of the said letter of the Dy. C.M.E./Project Officer he submitted his representation in writing to the effect that his date of birth dt. 14-8-33 which the management relied on was incorrect. But the management did not pay any heed to his representation and accordingly superannuated him from his service with effect from 14-8-93 illegally and arbitrarily. As a result, the union raised this industrial dispute before the ALC(C) which resulted reference to this Tribunal for adjudication. The concerned workman accordingly has prayed for passing an Award to the effect that his retirement by order of the management with effect from 14-8-93 was unjustified and accordingly he has prayed for his reinstatement in service with all back wages from the date of his superannuation.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in the W.S. The management submitted that in the year 1986 at the time of checking the Form B Register of the company it was detected that the age column in respect of several workmen including the concerned workman had remained blank and accordingly it was decided to get the age/date of birth column of the Form B Register shall have to be filled up after screening out the cases of all such workmen by duly constituted age assessment committee as per JBCCI Circular No. 37 of 1981 which was enforced at that relevant time. The age assessment committee constituted accordingly in terms of JBCCI Circular No. 37 and held its sitting on 14-8-1986 and after proper examination and assessment of age by medical test found that age of the concerned workman was 53 years on that date. The concerned workman as such was asked to declare his age on that

date and he declared his age to be 53 years on the date. The concerned workman also made a declaration in writing to the effect that his age/date of birth had not been recorded in the official record and accordingly he requested the management to record his age as 53 years in the statutory records. Management submitted that after receipt of this declaration his medical examination was conducted and on the basis of medical examination his age was assessed as 53 years which tallied with his own declaration and the same was accepted by the management. Accordingly his age was entered in the Form B Register and he was superannuated as per the date of birth recorded in the Form B Register. The management under the circumstances submitted that the claim of the concerned workman finds no basis at all and for which he is not entitled to get any relief which he has prayed for.

4. The points for consideration in this reference are :

"Whether the action of the management of Sudamdih Shaft Mines of M/s. BCCL in retiring Shri Kapil Dev Sah, w.e.f. 14-8-93 is justified ? If not, to what relief the concerned workman is entitled ?"

DECISION WITH REASONS

5. The management in order to substantiate their claim examined one witness while the concerned workman did not consider necessary to examine any witness in order to substantiate his claim. MW-1 during his evidence corroborated the facts which the management asserted in their W.S. In course of evidence relevant papers namely Declaration Form in original in relation to the age of the concerned workman, age assessment report issued by the medical board, service excerpt of the concerned workman in original, service card maintained by NCDC Ltd., service card of the concerned workman issued by the BCCL management wherein his age was duly recorded, letter of superannuation of the concerned workman issued by the management, the original Form B Register where service particulars of the concerned workman was recorded had been marked as Ext. M-1 to M-8. I have considered all the relevant documents and I find that the concerned workman submitted his declaration under his own LTI before the management wherein he admitted his age as 53 years as on 14-8-86. Medical report also disclosed clearly that the concerned workman was 53 years old on 14-8-86. Other relevant papers which the management relied on shows clearly that the age of the concerned workman was 53 years as on 14-8-86. It is clear from the submission of the management that the age col. of the Form B register which was maintained by NCDC in respect of the concerned workman wherein he was originally employed remained blank. The management submitted that when the matter was detected they formed an age scrutiny committee as per JBCCI Circular No. 37 to assess the age of the concerned workman along with other workmen whose ages were also not recorded in the register. It is further seen that as per age scrutiny committee the concerned workman was sent to the medical board and medical board assessed the age of the concerned workman as 53 years on 14-8-86 and accordingly on the basis of the same the concerned workman submitted his declaration. On the contrary it is the case of the concerned workman that his age was assessed as 35 years as on 17-7-74 by Medical Officer while he had to face medical examination before getting his entry in the service under NCDC. Disclosing this fact the concerned workman submitted that the age which has been assessed by the present management was not proper and on the basis of the report of wrong assessment of age he was superannuated from his service illegally and arbitrarily. The concerned workman in spite of getting opportunity did not consider necessary to submit medical report in relation to assessment of age as 35 years as on 17-7-74, and accordingly acceptance of this fact disclosed in the W.S. finds corroborated by any means. The concerned workman had the scope to submit relevant papers relating to his date of birth in order to challenge the claim of the management, but the concerned workman did not think necessary to do so. Considering the record it is clear that the age column in the Form B Register remained blank when the concerned workman made his entry into the service. It is seen that he was an employee of NCDC originally and the said NCDC was merged with the present management and accordingly he also became his employee under the management with its service condition in tact. I do not find any scope to raise any dispute in support of this claim. Only point which has to be considered here is whether the concerned workman has been able to substantiate his claim relating to his age. The management submitted that the calim of the concerned workman finds no basis at all in view of the fact that he has failed to produce any such relevant paper in support of his claim. Considering all materials on record it is seen clearly that the age of the concerned workman was assessed by the mdical board and according to the report of the medical board the age of the concerned workman was assessed as 53 years as on 14-8-86. I do not find any reason to wipe out the observation made by the Medical Board in respect of the assessment of the age of the concerned workman in absence of any cogent evidence. As such after careful consideration of all the facts and circumstances I have failed to find out any cogent ground relying on which there is scope to say that the management has illegally and arbitrarily superannuated the concerned workman with effect from 14-8-1993. I also do not find any reason to believe that the management violated the principles of natural justice by superannuating the concerned workman from his service with effect from the date in question relying on the report submitted by the medical board after assessment of the age of the concerned workman and also relying on the declaration given by the concerned workman in this respect. Accordingly the concerned workman is not entitled to get any relief which he has prayed for. In the result, the following Award is rendered:—

"The action of the management of Sudamdih Shaft Mines of M/s. BCCL in retiring Shri Kapil Dev Sah, w.e.f. 14-8-93 is justified. Consequently, the concerned workman is not entitled to get any relief"

B. BISWAS, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2002

का.आ. 1499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण मे, केन्द्रीय सरकार बी.सी.सी. एल. लोयाबाद को. के प्रबधतंत्र के संबद्ध नियोजकों और उनके कर्मकारो के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 290/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2002 को प्राप्त हुआ था ।

[स. एल-20012/190/99-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 4th April, 2002

S.O. 1499.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 290|99) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL Loyabad Coll. and their workman, which was received by the Central Government on 3-4-2002.

[No. L-20012|190|99-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.
In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 290 of 1999

PARTIES :

Employers in relation to the management of Loyabad Colliery under Sijua Area of M|s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : Shri N. G. Arun, authorised representative.

On behalf of the employers : Shri D. K. Verma, Advocate.

STATE : Jharkhand INDUSTRY : Coal

Dated, Dhanbad, the 14th March, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)-(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012|190|99-IR(C-1), dated, the 3rd August, 1999.

SCHEDULE

"Whether the action of the Mgt. of Loyabad Colliery of M|s. BCCL in dismissing Shri Ramayan Kahar, Winding Engine Operator from the services of the company w.e.f. 3-10-94 is justified ? If not, to what relief the concerned workman is entitled ?"

2. In this case both the parties appeared but did not file their respective W.S. Subsequently when the case was fixed for hearing both the parties appeared and filed a settlement petition, under their signature. I heard both the parties on the said settlement and find that the terms contained therein are fair, proper and in accordance with the principles of natural justice. Accordingly I accept the said settlement petition and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT TRIBUNAL NO. 2 DHANBAD

Reference No. 290 of 99 employers in relation to the management of Loyabad Colliery under Sijua Area of M|S BCCL.

AND

Their Workman

The joint petition of settlement on behalf of the employers|management and their workman, namely Shri Ramayan Kahar, most respectifully sheweth.

1. That, the Central Government Ministry of Labour, New Delhi vide their notification no. L-20012|190|99-IR (C-1) dated 3-8-99 has been pleased to refer the dispute to this Hon'ble Tribunal for adjudication with the following schedule.

SCHEDULE

"Whether the action of the manageemnt of Loyabad Colliery of M|S BCCL in dismissing Sri Ramayan Kahar, Winding Engine Operator from the services of the company w.e.f. 30-10-94 is justified If, not, to what relief the concerned workman is entitled?"

2. That the employers|management and the workman|union for the good harmonious industrial relations, discussed the above dispute between themselves and arrived at a settlement on the following terms and conditions.

TERMS OF SETTLEMENT

(a) That, it was mutually and amicably agreed and settled that the workman namely Sri Ramayan Kahar, Ex. Winder Operator, shall be re-instated in the Company's services on the same pay of scale he was enjoing at the time of his dismissal.

(b) That, it was further agreed that Sri Ramayan Kahar, shall not be entitled for any wages what-so-ever for the idle period i.e. from the date of dismissal till he resumes his duties. However the period of idleness shall be treated as dies-non

(c) That, it has further agreed that Sri Ramayan Kahar shall discharge his duties with loyality and divotion.

(d) That, it was also agreed that Sri Ramayan Kahar on re-instatement shall be posted anywhere in BCCL as per requirement.

(e) That, it was further agreed that this settlement resolves all the dispute between the parties in full and final.

(f) That it was also agreed that 7 (seven) copies of this settlement only signed by the parties be filed before the Hon'ble Tribunal for the Award.

That, thus in view of the above settlement this Tribunal may be graciously pleased to pass the Award accordingly.

For this, the employers|management and the workman shall ever pray.

Union Representative :

1. Raj Kumar Rai, Joint Secretary RCMS.
2. Mudrika Singh, Member, RCMS.
3. Ramayan Kahar, Workman.

Management Representative :

1. General Manager, Sijua Area.
2. Dy. CPM, Sijua Area.
3. Personnel Manager(IR) Sijua Area.

नई दिल्ली, 4 अप्रैल, 2002

का.आ. 1500:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को जमादोबा को. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 137/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2002 को प्राप्त हुआ था ।

[सं. एल-20012/353/95-आई.आर. (सी-1)]
एस. एस. गुप्ता, अवर सचिव

New Delhi, the 4th April, 2002

S.O. 1500.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 137|96) of the Central Government Industrial Tribunal II Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of TISCO Jamadoba Colliery and their workman, which was received by the Central Governmnt on 3-4-2002.

[No. L-20012/353/95-IR(C-I)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 137 of 1996

PARTIES :

Employers in relation to the management of Jamadoba Colliery of M|s. TISCO and their workman.

APPEARANCES :

On behalf of the employers : None.

On behalf of the workman : None.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, Dhanbad, the 15th March, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(353)/95-IR(C-1), dated, the 20th November, 1995.

SCHEDULE

"Whether the claim of the Union that Sh. Bhur, Ex-Miner was eligible for employment of his dependent keeping in view his previous services with the management of M|s. TISCO Ltd. is legal and justified ? If so, to what relief is the workman entitled ?"

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal on the date fixed. None also appeared on behalf of the management. It is seen from the record that the instant reference case was registered on 31-12-96 by this Tribunal for adjudication. According to Rule 10B clause (1) of the Industrial Disputes, Central Rules, 1957 it was mandatory on the part of the concerned workman to submit his W.S. within 15 days of the receipt of the order of reference. It is seen that since 1996 the concerned workman in spite of getting ample opportunities have failed to file W.S. The concerned workman not only violated the statutory provision of law but also did not care for submitting W.S. even at a later stage. Registered notices were also issued to the parties but to no effect. Accordingly if the attitude of the concerned workman is taken into consideration there is sufficient scope to say that the concerned workman is not willing to proceed with the hearing of the instant reference case. Considering the conduct of the concerned workman there is reason to believe that it was a laxury on his part to raise such industrial dispute. I, therefore, hold considering the conduct of the concerned workman that

presently no industrial dispute is existing between the parties and for which it is needless to proceed with the hearing of the case any further. Under such circumstances, a 'No Dispute' Award is rendered and the reference is deposed of on the basis, of the 'No Dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer.

नई दिल्ली, 4 अप्रैल, 2002

का.आ. 1501.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण मे, केन्द्रीय सरकार बी सी सी एल लोहापट्टी को. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारो के बीच, अनुबंध मे निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पचाट (सदर्भ सख्या 169/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2002 को प्राप्त हुआ था।

[स. एल–20012/362/96–आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 4th April, 2002

S.O. 1501.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 169/98) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL, Lohapatti Colliery and their workman, which was received by the Central Government on 3-4-2002.

[No. L-20012/362/96-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.A. Act, 1947

Reference No. 169 of 1998

PARTIES :

Employers in relation to the management of Lohapatti Colliery of M/s. B.C.C. Ltd. and their workman.

APPEARANCES :

On behalf of the employers : None.

On behalf of the workman : None.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, Dhanbad, the 15th March, 2002

AWARD

The Government of India, Ministry fo Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/362/96-IR (C-I), dated, the 30th June, 1998 :

SCHEDULE

"Whether the demand of the Union for the regularisation of the services of S/Shri Budhan Mehra and 35 others (as per list attached) in Time Rate Job with protection of their grouped wages with retrospective effect is justified ? If so, to what relief the concerned workmen are entitled ?"

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal on the date fixed. None also appeared on behalf of the management. It is seen from the record that the instant reference case was registered on 29-7-98 by this Tribunal for adjudication. According to Rule 10B clause (1) of the Industrial Dispute, Central Rules, 1957 it was mandatory on the part of the concerned workman to submit his W.S. within 15 days of the receipt of the order of reference. It is seen that since 1998 the concerned workman in spite of getting ample opportunities have failed to file W.S. The concerned workman not only violated the statutory provision of law but also did not care submitted W.S. even at a later stage. Registered notices were also issued to the parties but to no effect. Accordingly if the attitude of the concerned workman is taken into considertion there is sufficient scope to say that the concerned workman is not willing to proceed with the hearing of the instant reference case. Considering the conduct of the concerned workman there is reason to believe that it was a luxury on his part to raise such industrial dispute. I, therefore, hold considering the conduct of the concerned workman presently no industrial dispute is existing between the parties and for which it is needless to proceed with the hearing of the case any further. Under such circumstances, a 'No dispute' Award is rendered and the reference is disposed of on the basis of the 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2002

का.आ. 1502.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोक प्लांट प्रा. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 32/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-04-2002 को प्राप्त हुआ था।

[सं. एल–20012/464/95–आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 4th April, 2002

S.O. 1502.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/97) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Coke Plant Private Ltd. and their workman, which was received by the Central Government on 3-4-2002.

[No. L-20012/464/95-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 32 of 1997

PARTIES :

Employers in relation to the management of Coke Plant Pvt. Ltd. and their workman

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : None.

STATE : Jharkhand. INDUSTRY : Coke.

Dated, Dhanbad, the 21st March, 2002

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/464/95-IR(C-I), dated, the 7th March, 1997.

SCHEDULE

"Whether the action of the management of Associated Coke Plant Pvt. Ltd. in terminating the services of the workman Sri Sabhay Raj Shukla is legal and justified? If not, to what relief is the workman entitled?"

2. In this reference neither the concerned workman nor his representative was found present on the date fixed for hearing i.e. on 14-3-2002. None also appeared on behalf of the management. It reveals from the record that inspite of issuance of notices by Regd. Post for days together the concerned workman has failed to take any further step inspite of submission of W.S. The attitude of the concerned workman if considered, will expose clearly that he is not interested to proceed with the hearing of this case. Accordingly I do not find any reason to proceed with the case further presuming that no dispute existed in between the parties. In the result, a 'No dispute' Award is rendered and the reference is disposed on the basis of the 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 4 अप्रैल 2002

का.आ. 1503.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पचाट (संदर्भ संख्या 175/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-02 को प्राप्त हुआ था।

[सं. एल-20012/676/97-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 4th April, 2002

S.O. 1503.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 175/98) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 3-4-2002.

[No. L-20012/676/97-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. BISWAS, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No 175 of 1998

PARTIES :

Employers in relation to the management of M/s. BCCL and their workman

APPEARANCES :

On behalf of the employers : None.

On behalf of the workman : None.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, Dhanbad, the 14th March, 2002

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/676/97-IR(C-I), dated, the 13th August, 1998 :

SCHEDULE

"Whether the action of the management in dismissing the services of Sri Mukund Lal Kurmi, PRM of Moonidih Project is legal and justified? If not, to what relief the workman is entitled?"

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal on the date fixed. None also appeared on behalf of the management. It is seen from the record that the instant reference case was registered on 28-8-98 by this Tribunal for adjudication. According to Rule 10B clause (1) of the Industrial Disputes, Central Rules, 1957 it was mandatory on the part of the concerned workman to submit his W.S. positively within 15 days of the receipt of the order of reference. It is seen that since 1998 the concerned workman in spite of getting ample opportunities have failed to file W.S The concerned workman not only violated the statutory provision of law but also did not care for submitting W.S. even at a later stage. Registered notices were also issued to the parties but to no effect. Accordingly if the attitude of the concerned workman is taken into consideration there is sufficient scope to say that the concerned workman is not willing to proceed with the hearing of the instant reference case. Considering the conduct of the concerned workman, I find reason to believe that it was a luxury on his part to raise such industrial dispute. I, therefore, hold considering the conduct of the concerned workman that presently no industrial dispute is existing between the parties and for which it is needless to proceed with the hearing of the case any further. Under such circumstances, a 'No dispute' Award is rendered and the reference is disposed of on the basis of the 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2002

का.आ. 1504.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. अलकुसा को. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 140/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-02 को प्राप्त हुआ था ।

[सं. एल-20025/22/93-आई.आर. (सी-1)]

एस एस. गुप्ता, अवर सचिव

New Delhi, the 4th April, 2002

S.O. 1504.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 140/93) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the manageemnt of BCCL, Alkusa Colliery and their workman, which was received by the Central Government on 3-4-2002.

[No. L-20025/22/93-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 140 of 1993

PARTIES :

Employers in relation to the management of Alkusa Colliery of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : Shri S. Bose, Treasurer, R.C.M.S. Union.

On behalf of the employers : Shri R. C. Jha, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, Dhanbad, the 22nd March, 2002

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20025(22)/93-I.R.(Coal-I), dated, the 17th August, 1993 :

SCHEDULE

"Whether the action of the management of Alkusa Colliery of M/s. BCCL in denying employment to Shri Ahmed Mistry, working for that colliery is legal and justified? If not, to what relief Shri Mistry is entitled to?"

2. The case of the concerned workman according to the W.S. in brief is as follows :—

The concerned workman in the W.S. submitted that he worked at Alkusa Colliery as casual worker for performing the job of painting of trucks, cards, G.I. Pipes, Motors, Wires, Head Gears etc. since 1980, as

casual worker/piece-rated worker. He submitted that he was directly engaged by the management for performing the job in question and he used to carry on the said job under direction, supervision and guidance of the company's officials and for the management who used to pay him wages. In this way he continuously worked for seven years and accordingly he submitted representation before the management for regularisation of his services but as the management refused to consider his prayer, he raised an industrial dispute before the ALC(C), Dhanbad for conciliation which ultimately resulted reference to this Tribunal for adjudication. The concerned workman accordingly submitted his prayer to pass an Award directing the management of Alkusa Colliery to provide him employment as a regular employee.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in their W.S. The management submitted that the concerned workman was engaged for carrying on certain jobs as per work order and for performing the said job bills were submitted by him for payment. They denied the fact that the concerned workman ever worked under the management either as casual worker or as piece-rated worker for the period which he has mentioned in the W.S. They submitted that often they used to allot some work as per work order to the concerned workman and accordingly on submission of bills payment was also made to him. He submitted that the concerned workman used to run a garrage in the name of M/s. Ahmad Mistry at Kendwadih, Dhanbad. Work orders were issued by the management addressed to the workshop and garrage to undertake certain repair work of their vehicles like an outsider garrage. The management categorically denied the fact that the concerned workman as casual worker or piece-rated worker worked under the management for seven years. They submitted that had that been so his name would have included in the Form B register and other registers of the colliery and also he was not allowed to sign in the Attendance Register of the colliery. He was also not been provided with I.D. Card. They submitted further that neither his service particulars were recorded in the Form B Register maintained by them nor he was allowed to sign the attendance register. As the concerned workman was not either casual worker or piece-rated worker there was no question of issuing any I.D. Card. The management further submitted that no employer-employee relationship ever existed between them and the concerned workman. They submitted that claim of the concerned workman has no basis at all and for which he is not entitled to get any relief which he has prayed for.

4. The points for decision in this reference are :-

"Whether the action of the management of Alkusa Colliery of M/s. BCCL in denying employment to Shri Ahmed Mistry, working for that colliery, is legal and justified ? If not, to what relief Shri Mistry is entitled to ?"

DECISION WITH REASONS

5. The concerned workman examined two witnesses in order to substantiate his claim while the management examined one witness with a view to rebut the claim of the concerned workman. The concerned workman in course of his evidence submitted that he presented a petition before the management for regularisation of his service and the copy of the said petition was marked as Ext. W-1. He disclosed that the management also issued a certificate being satisfied with the performance of the job and the said certificate during his evidence was marked as Ext. W-2. He also relied on the certificate issued by Mukhiya marked Ext. W-3 and another application which he submitted before the management marked as Ext. W-4. He also relied on certain issue slips issued by the management for supply of the materials to him for work. Those issue slips were marked as Ext. W-4 series. During cross-examination the concerned workman admitted that he used to carry on all repair work and painting work as per work order issued by the management and after completion of the said job he also used to submit bills. He admitted that thereafter he used to draw his payment on the basis of payment order passed by the management. He admitted that in course of his rendering job the management never issued any pay slip, nor issued any I.D. Card or opened any P.F. Account. He also admitted that the management also did not issue any appointment letter to him as casual worker or piece-rated worker. WW-2 who was an Executive Engineer under the management and under whom the concerned workman worked during his cross-examination admitted that he was Head of the Department of Electrical and Mechanical under the said Management. He admitted that he used to engage the concerned workman as per work order for performing any particular work and on the basis of the said work order payment was given to him being sanctioned by the Agent. He also admitted that the concerned workman never received any Bonus, medical facilities or any other benefits which the regular or casual workers enjoy. MW-1 on the contrary in course of his evidence relying on the work orders marked as Ext. M-1 series submitted that on the basis of the work order the concerned workman was allotted for carrying on certain works and after completing the said work on the basis of the work order the concerned workman used to submit his bill for payment. In support of this claim the management relied on one Bill dated 29-1-85 submitted by the concerned workman under his signature and the said bill during his evidence was marked as Ext. M-2. MW-1 categorically denied the fact that the concerned workman ever worked under the management as a casual worker or as a piece-rated worker Disclosing this fact MW-1 further submitted that the claim of the concerned workman finds no basis. Now the point for consideration is whether the claim of the concerned workman stands on cogent footing at all. Considering the evidence of the concerned workman and his witness and also considering the evidence of the management it transpires clearly that the concerned workman worked under the management from time to time. It is the contention of the concerned workman that since 1980 he worked under the management as piece-rated worker/casual worker continuously for more than 7 years. But in spite of performing his job the management refused to regularise his service when he submitted his representation to that effect. The concerned workman in support of his claim has failed to produce a single scrap of paper namely his appointment letter. I.D. Card, P.F. Account etc. The management submitted that they issued appointment letter in

case of a casual worker or time-rated worker. They further submitted that if the claim of the concerned workman was justified in that case definitely they would have issued appointment letter to him. They disclosed that the concerned workman had a garrage under the name and style M/s. Ahmad Mistry at Kendwadih, Dhanbad. In connection with some repairing works, painting works etc. from time to time they used to issue work orders and on the basis of the said work orders the concerned workman was engaged for performing the job and after completion of his job they used to issue payment order in favour of the concerned workman on the basis of the bills submitted by him. The management in support of his claim relied on the work orders marked as Ext. M-1 series and bill dated 29-1-85 marked as Ext. M-2. WW-2 who was an Executive Engineer under the management during his cross-examination admitted that the concerned workman on the basis of work order was provided with certain repairing works and painting works of the vehicle and against such works the management used to issue payment order on the basis of bills submitted by him. Therefore, considering the evidence of MW-1 as well as considering the evidence of WW-2 it is clear that the concerned workman used to carry on all repair works and painting works on the basis of work orders issued by the management. Neither any evidence nor any incriminating material is forthcoming before the Tribunal to show that the concerned workman worked under the management as casual worker/piece-rated worker being appointment by the management. It is the claim of the concerned workman that he worked under the management as casual worker/piece-rated worker being appointed by the management. It is the claim of the concerned workman that he worked under the management as casual worker/piece-rated worker continuously for more than 7 years. Onus accordingly rested on him to establish his claim. The concerned workman in course of hearing relied on certain document marked as Ext. W-2. I have considered the certificate. This certificate does not show that the management being satisfied of the work of the concerned workman as casual worker issued the certificate. Therefore, relying on this certificate I find little scope to show that the concerned workman ever worked under the management as casual worker/piece-rated worker. Accordingly after careful consideration of all the facts and circumstances I hold that the concerned workman has failed to substantiate his claim reasonably and for which he is not entitled to get any relief which he has prayed for. In the result, the following Award is rendered :—

"The action of the management of Alkusa Colliery of M/s. BCCL in denying employment to Shri Ahmed Mistry working for that colliery is legal and justified. Consequently, the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2002

का.आ. 1505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. नदखुरकी को. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारो के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पचाट (संदर्भ संख्या 27/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2002 को प्राप्त हुआ था।

[स. एल-20012/52/95-आई.आर (सी-1)]

एस. एस गुप्ता, अवर सचिव

New Delhi, the 4th April, 2002

S.O. 1505.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/97) of the Central Government Industrial Tribunal II Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL Nudkhurkee Coll. and their workman, which was received by the Central Government on 3-4-2002.

[No. L-20012/52/95 IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 27 of 1997

PARTIES :

Employers in relation to the management of Nudkhurkee Colliery of M/s. B.C.C.L. and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : None.

State : Jharkhand. Industry : Coal.

Dated, Dhanbad, the 21st March, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/52/95-IR(C-I), dated, the 18th February, 1997.

SCHEDULE

"Whether the demand of the Union for promotion of S/Shri Tribuwan Prasad, Mithilesh Acharya and Satyendra Prasad, Overmen of Nudkhurkee OCP of M/s. B.C.C.L. to Sr. Overmen is justified ? If so, to what relief are the concerned workmen entitled ?"

2. The case of the concerned workman according to W.S. in brief is as follows :—

Concerned workmen in his written statement submitted that they were appointed by the Management as Overmen in the year 1986 being satisfied with their Diploma Certificate in Mining. They submitted that accordingly they are entitled to get their promotion as Sr. Overman after completion of three years of their service according to cadre scheme but the management practically denied to consider their promotion. They however, submitted that as one of the concerned workmen Sri Satyendra Prasad has qualified for Second class Mining Managership the management has given promotion to him as Second Class Mines Manager. They submitted that they raised industrial dispute before the ALC(C), Dhanbad for conciliation when the management refused to consider their promotion to the post of Senior Overman. They alleged that due to non-cooperation on the part of the management the said conciliation proceeding failed and for which it resulted reference to this Tribunal for adjudication. Concerned workman accordingly have prayed for passing Award with the direction to the management to promote him to the post of Senior Overman after completion of three years of their service, back wages and other consequential relief if any.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegation which the concerned workmen have prayed for. It has been submitted by the Management that promotion of the employees to higher grade/post depends on the vacancies existed and also depends on the eligibility of the workman in question. They submitted that the Mining Supervisory personnel are promoted after obtaining higher statutory qualification prescribed under the Coal Mines Regulation, 1957. They disclosed that out of the three concerned workmen, Sri Satyendra Prasad has already been promoted to the post of Assistant Colliery Manager in executive cadre superseding his seniors as because he passed the statutory certificate of second class Mines Managers in the examination conducted by the Mining Examination Board. They further disclosed that as the rest two workmen have failed to pass that examination they could not be promoted to the Executive cadre.

4. It has been disclosed by the Management that as per provision of cadre scheme applicable to Mines Supervisory personnel duly formulated by JBCCI and circulated by Implementation Instruction No. 45 dated 28-6-85. the Overman in Grade B are eligible for consideration for promotion to the post of Senior Overman/Head Overman in Grade-A by the D.P.C. on the basis of merit-cum-seniority to be adjudged at the area level to fill the vacant post available. It is submitted that the overman possessing five years of experience holding overman certificate and overman possessing three years of experience holding Diploma certificate in Mining are eligible for promotion to the post of Senior Overman. Admitting the claim of the concerned workmen about attaining their requisite experience for promotion to the post of Senior Overmen the management submitted that during the said period as the vacancy in the area was not existed they did not get scope to form D.P.C. for considering their promotion. Accordingly the management denied the fact that they committed any illegality in not promoting the concerned workmen to the post of Senior Overman. They further submitted that the JBCCI has propounded the cadre scheme and framed the policy decision in a scientific manner and the concerned workmen cannot demand for their promotion merely on completion of period of eligibility without judging their merit. Accordingly they submitted that as the claim of the concerned workmen finds no basis the same is liable to be rejected.

5. The points for consideration in this reference are :—

> "Whether the demand of the Union for promotion of S/Shri Tribuwan Prasad, Mithilesh Acharya and Satyendra Prasad, Overmen of Nudkhurkee OCP of M/s. B.C.C. to Sr. Overmen is justified ? If so, to what relief are the concerned workmen entitled ?"

6. FINDINGS WITH REASONS

Considering the pleadings of both sides I find no dispute to hold that the concerned workmen were appointed as Overman in the year 1986. It is also admitted fact that as the concerned workmen possessed diploma certificate in Mining they accrued their eligibility to get their promotion to the Post of Senior Overman after competion of five years of their service. It is also admited fact that as one of the concerned workman Sri Satyendra Prasad had qualified the second class Mining Managership examination conducted by the Mining examination Board he was promoted to the post of Assistant Colliery Manager.

7. Management submitted that for getting promotion in higher grade not only existing vacancies are required but also the workman shall be required to fulfil some other essential criteria as enumerated in JBCCI Implementation Instruction No. 45 dated 28-6-85. It has been further submitted that promotion to Senior Overman is based on Area basis. Therefore, if any vacancy under area exists the management forms D.P.C. who after considering the eligibility of the workman on the basis of merit-cum-seniority list recommends the name for considering promotion by the Authority. Disclosing this fact the management further submitted that there was no scope for claiming automatic promotion to the post of Senior Overman only taking it as ground that they have acquired required experience.

8. It is seen that the concerned workmen inspite of getting ample opportunities did not consider necessary to adduce evidence or to produce cogent documents with a view to substantiate their claim It is seen that one of the concerned workman Satyendra Prasad has already been promoted to the post of Assistant Mining Manager as he has acquired requisite certificate passing the second class Mine Managers examination conducted by the Mining Examination Board. It is further seen that for higher qualification said workman has superseded his seniors. Therefore. there is no scope to say that management has refused to give any promotion to one of the concerned workman. It is clear that in

getting promotion to Sr. Overman seniority is not considered the only criteria according to JBCCI Implementation Order No. 45. To rebut the claim of the management the concerned workmen in spite of getting sufficient opportunities have failed to adduce any cogent evidence. Facts disclosed in the W.S. submitted by the workman cannot be considered as substantive piece of evidence until and unless it is corroborated by any cogent evidence, at this stage I find no sufficient ground to discard the provision as laid down in JBCCI Implementation Order No. 45. I consider that in claiming promotions to Sr. Overman only seniority cannot be considered as the exclusive one.

I hold therefore the management neither violated the principles of natural justice nor committed any illegality in not providing the concerned workmen to the post of Sr. Overman only by virtue of their experience. Accordingly, the concerned workmen are not entitled to get any relief which they have prayed for.

In the result, the following Award is rendered :—

"The demand of the Union for promotion of S|Shri Tribuwan Prasad, Mithilesh Acharya and Satyendra Prasad, Overmen of Nudkhurkee OCP of M|s. B.C.C.L. to Sr. Overmen is not justified. Consequently, the concerned workmen are not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2002

का. आ. 1506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल भोरा को. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 39/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2002 को प्राप्त हुआ था।

[सं. एल-20012/40/96-आई. आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 4th April, 2002

S.O. 1506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39|97) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL Bhowra Colliery and their workmen, which was received by the Central Government on 3-4-2002.

[No. L-20012|40|96-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 39 of 1997

PARTIES :

Employers in relation to the management of Bhowra Colliery of M|s B.C.C. Ltd. and their workmen.

APPEARANCES :

On behalf of the employers : None.

On behalf of the workman : None.

State : Jharkhand. Industry : Coal.

Dhanbad, the 2nd March, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012|40|96-IR(C-I), dated, the 12th March, 1997.

SCHEDULE

"Whether the action of the management of M|s. B.C.C. Ltd. in denial to regularise Sri Kailash Lohar as Hammerman in Time Rated job is justified. If not, to what relief is the concerned workman entitled?"

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal on the date fixed. None also appeared on behalf of the management. It is seen from the record that the instant reference case was registered on 2-4-1997 by this Tribunal for adjudication. According to Rule 10B clause (1) of the Induustrial Disputes, Central Rules, 1957 it was mandatory on the part of the concerned workman to submit his W.S. within 15 days of the receipt of the order of reference. It is seen that since 1997 the concerned workman inspite of getting ample opportunities have failed to file W.S. The concerned workman not only violated the statutory provision of law but also did not care for submitting W.S. even at a later stage. Registered notices were also issued to the parties but to no effect. Accordingly if the attitude of the concerned workman is taken into consideration there is sufficient scope to say that the concerned workman is not willing to proceed with the hearing of the instant reference case. Considering the conduct of the concerned workman there is reason to believe that it was a luxury on his part to raise such industrial dispute. I, therefore, hold considering the conduct of the concerned workman that presently

no industrial dispute is existing between the parties and for which it is needless to proceed with the hearing of the case any further. Under such circumstances a 'No dispute' Award is rendered and the reference is disposed of on the basis of the 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2002

का. आ. 1507.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इण्डिया लि. के प्रबन्धतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, मुम्बई के पचाट (संदर्भ संख्या 25/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2002 को प्राप्त हुआ था ।

[सं एल-11012/38/97–आई. आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 4th April, 2002

S.O. 1507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/99) of the Central Government Industrial Tribunal-I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India Ltd. and their workmen, which was received by the Central Government on 3-4-2002.

[No. L-11012/38/97-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, MUMBAI

PRESENT :

Shri Justice S. C. Pandey, Presiding Officer.

Reference No. CGIT-25/1999

PARTIES :

Employers in relation to the management of Air India.

AND

Their Workmen.

APPEARANCES :

For the Management : Mr. Abhay Kulkarni, Adv.

For the Workman : Absent.

State : Maharashtra.

Mumbai, the 15th day of March, 2002

AWARD

1. The Central Government has referred the following question to be answered by this Tribunal in exercise of its powers under clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (The Act for short) :

"क्या एअर इण्डिया के प्रबंधतंत्र द्वारा श्री दगाडू पी. पोलदार को दिनांक 04-9-95 से सेवाओ से हटाना विधिवत् तथा न्यायसंगत है ? यदि नही तो कर्मकार किस राहत के पात्र है" ।

2. The workman after filing of Statement of Claim did not appear before this tribunal from 24-3-2000 onwards. Thereafter when the case was called out after I joined as a Presiding Officer notices were issued to workman. Despite that, he did not appear. The notices were issued to the workman because on 23-4-2001, he had sent an application dated 12-4-2001 that he did not want to contest the matter. This letter was sent by him by registered post and the letter is placed on record. Again despite the above said, in order to ascertain the authenticity of the application dated 12-4-2001 this Court further issued notices on 5-2-2002, the workman appeared to have been served; but he did not appear.

3. In view of the aforesaid, the tribunal comes to the conclusion that the workman does not want to contest his case on this reference. On the other hand in his letter dated 12-4-2001 as well as application dated 12-4-2001 he has categorically stated that he was suffering from Blood Pressure, Hypertension, and partial paralysis and was not in a position to appear before this tribunal for contesting this case.

4. In view of the signed application filed by the workman this tribunal is of the view that there is no dispute remain for adjudication between the parties. The workman has however, requested this tribunal to direct the company to pay the dues. Mr. Kulkarni on behalf of the Air Inida made a statement at the Bar that there are no dues against the workman to be paid by the Company. He made further statement that it is the company which is liable to make recovery of some amount from the workman. In view of the statement made by Mr. Kulkarni it is not possible to say one way or the other. The workman may approach the Company for any dues which he thinks are recoverable from it.

For the reasons aforesaid, this reference is disposed of by saying that there is no dispute between the parties.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2002

का. आ. 1508.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध मे निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट (संदर्भ सख्या 2/24 आॅफ 1999)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2002 को प्राप्त हुआ था।

[सं. एल-11012/49/98-आई. आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 9th April, 2002

S.O. 1508.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2|24 of 1999) of the Central Government Industrial Tribunal II Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 5-4-2002.

[No. L-11012|49|98-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2|24 of 1999

Employers in relation to the Management of Air India.

Director (HRD),
Air India Limited,
Air India Bldg.,
Nariman Point,
Mumbai-400 021.

AND

Their Workman

Shri K. K. Solanki,
K. P. Sharma Chawl,
Jawahar Nagar,
Pipe Line,
Khar (E),
Mumbai-400 051.

APPEARANCES :

For the Employer : Mr Abhay Kulkarni Advocate.

For the Workman : Mr. M. B. Anchar, Advocate.

Mumbai, Dated 15th January, 2002

AWARD-PART-I

The Government of India, Ministry of Labour by its Order No L-11012|49|98-IR(C-I) dtd. 22-1-99, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this tribunal for adjudication

"Whether the action of the management of Air India Ltd. in dismissing the services of Mr. K. K. Solanki, Senior Handyman w.e.f. 22-10-92 is legal and justified ? If not, what relief the workman concerned is entitled to?"

2. The workman, Solanki was engaged as a sweeper in Air-India at Santacruz in 1980. He was redesignated as Handyman (Safai) and was confirmed from 1987. By way of Statement of Claim (Exhibit-7) the workman averred that he was on 3rd Shift on 4-10-88 which was to get over at 11.30 hours on 5th October, 1988 and while on duty he found three packets containing hard substance in one of the Aircraft parked in the bay of which he took one of the packets to be handed over to the customs officer. Mr. Kande, who had promised him to give award if he pointed out anything suspicious. However, on the way Security guard inquired about the packet which he had however did not disclose and that the security guard called customs officer and he was arrested. It is his contention that he had no animus to take away the packet. For that incident he was suspended by the order dtd. 7-10-88 and subsequently he was issued chargesheet dtd. 30-8-91 of which explanation he gave on 16-9-91. However, the management not satisfied with his explanation, held an inquiry on his alleged misconduct i.e. an act subversive of discipline. It is contended inquiry committee held the exparte inquiry and on the basis of the inquiry report dtd 8-9-92, he was issued a show cause notice dtd. 15-9-92 and thereafter the disciplinary authority by their order dtd. 21-10-92 dismissed him from service for the alleged misconduct. It is the contention of workman that the Director Airport Services, Department is the authority to suspend, to initiate inquiry. However, the Deputy Director. ground services department, by his order suspended him and initiated inquiry against him, therefore the chargesheet, issued to him and inquiry held on that basis, is bad in law. It is further his contention that he had requested the inquiry committee to keep the inquiry in abeyance till the decision of the court of criminal case in respect of the alleged incident. However, that was turned down. He was not given sufficient time to engage the services of the defence counsel and thereby the committee was prejudiced against him. He was not supplied the documents relied by the management for proving the charges. It is his contention that he had asked time for filing final statement, however, he was not given time and thereby inquiry vitiates being against the Principles of Natural Justice. It is the contention of the workman that he was suspended in October '88 and inquiry was held in the year 1991 and dismissed him in the year 1992. He was paid only 50 per cent wages as suspension allowance though he was entitled to full suspension allowance. It is contended the findings of the inquiry committee are against the record, thereby bias therefore the inquiry be set aside

3. The Opponent. management resisted the claim of the workman by filing Written Statement (Exhibit-8) contending that the workman after breaking of duty, entered into the aircraft VT-EJH which arrived as Flight AI-885 from Goa at 12 hours on 5-10-88 parked at Bay No. 47, and while going out of the aircraft, he was apprehended by the security guard on duty, on the aircraft, suspecting to be carrying

some heavy items in the back packet of his trousers. It is contended that the workman admitted that he was carrying gold when he said security guard questioned him which was intimated to Air Intelligence unit and upon personal search, the customs authority recovered 30 gold bars of 10 tolas each from the person of the workman. It is further contended that the customs authorities subsequently at the instance of the workman found and recovered a further quantity of 59 gold bars concealed in the first class toilet and that all the contraband gold consisting of 89 gold bars bearing identical foreign marks totalling 10,377.4 gms, collectively valued at Rs. 32,01,427.90 ps (Local Monetary Value) were seized under Panchanama by the customs officials and the workman was arrested and the proceeding was initiated against him under Customs Act, 1962. It is contended that on questioning, the workman admitted that he was to hand over the said gold to Mr. Jahangir and one Mr. Ismailbhai who were to waiting outside on the road for which they had promised him to pay of Rs. 25,000 for removing the said gold from the aircraft. The management officers and the customs officials attempted to nab those persons, but, they managed to get away. However, their car was confiscated and that on inquiry, the customs officials revealed that they were gold smugglers. It is contended that for the above misconduct under the clause 14(3)(h) of Model Standing Orders (Central), the workman was suspended from 7-10-88. The Additional Collector of Customs, Airport Air Customs Office, Sahar International Airport, Mumbai found the workman guilty on 12-4-90 and imposed personal penalty of Rs. 50,000 on the workman, and that he was chargesheeted vide order dt. 30-8-91 and that, the explanation given by him being unsatisfactory, inquiry committee was appointed by the order dtd. 30-9-91, and that the inquiry committee, by its report dtd. 8-9-92 giving him fair opportunity concluded the workman guilty for the misconduct. It is contended the Disciplinary authority by show cause notice dtd. 15-9-92 asked say of workman, but, he did not give and that on the basis of the inquiry report, dismissed the workman from the service on 22-10-92. It is contended that the inquiry committee on the basis of the record recorded findings which are not biased. Therefore inquiry being fair needs no interference. Consequently prayed to reject the claim of workman.

4. The workman, Solanki, filed affidavit by way of Examination-in-Chief (Exhibit-11) and closed oral evidence vide purshis. (Exhibit-12), Management's Assistant Manager Mr. Joshi, filed affidavit by way of Examination-in-Chief (Exhibit-18|B), and closed evidence vide purshis (Exhibit-21), in so far as the preliminary issues are concerned.

5. Management filed written submissions (Exhibit-23) and workman at (Exhibit-22). On perusing the record as a whole and hearing the counsels, I record my findings on the following issues for the reasons stated below:—

Issues	Findings
1. Whether the domestic inquiry which was conducted against the workman was against the Principles of Natural Justice ?	No
2. Whether the findings of the inquiry officer are perverse ?	No

REASONS

6. Admittedly Workman, Shri Solanki, was confirmed in the services of Air-India as Handman (Satai) since 1-10-87, and that he was on duty in the 3rd shift on 4-10-88. According to workman inquiry conducted against him is not fair as he was not given sufficient time to engage the services of Defence Counsel, and that the inquiry committee was acting on the advice of the management. So far not giving sufficient time is concerned workman admits, on some occasions he used to visit the inquiry committee to give applications, and accordingly they used to adjourn the matter. Inquiry proceedings show that inquiry was commenced from 29-1-92 and that inquiry report was submitted on 8-9-92, giving about 8-10 dates. Workman admits in his cross-examination that he himself had given applications for adjournment of inquiry on 4-3-92, 26-3-92, 9-5-92, 27-6-92, 1-10-92 (pg. 1 to 8) (Exhibit-13). Admittedly workman was given time to participate in the inquiry. It is further seen workman did not attend the inquiry as his contention was that inquiry should be kept in abeyance till the decision of the Criminal case of alleged incident of theft was pending, however, that was turned down. The Learned Counsel Shri Anchan by way of written submissions contended that the inquiry committee erred in not keeping the inquiry in abeyance and there by prejudice has been caused. In catena of Judgements. Their Lordships observed in criminal proceedings the guilt is to be established beyond reasonable doubt, however in the inquiry, preponderance of probabilities are to be considered, and that only because criminal case is pending, the inquiry cannot be kept in abeyance. It is therefore clear from the evidence on record that though workman visited the office, did not participate in the inquiry, and that there was no substance in his contention that the inquiry cannot be proceeded without the decision of the court. Therefore there is no substance in the contention of workman that he was not given sufficient time and during pendency of the criminal proceedings inquiry commenced and thereby prejudice caused to him.

7. Mr. Anchan, the Learned Counsel for the workman submitted inviting attention of this Tribunal to written submissions (Exhibit-21), that workman was suspended on 7-10-88 for the alleged act of misconduct of theft amounting 'act subversive of discipline' however chargesheet was issued late on 30-8-91, and therefore the inquiry vitiates. It is seen from the record the customs authority had imposed penalty upon the worman amounting to Rs. 50,000 in the year 1990 and thereafter the inquiry committee was formed to accord him further opportunity, to establish his innocence. In the circumstances it is not open for the workman to contend that the inquiry is bad, in as much as in case of prejudice, technicalities are not to be seen.

8. It is the contention of workman that he was suspended, chargesheet was issued and the inquiry committee was constituted by Deputy Director, Ground Services department, is not the competent authority and the Director Ground Services is the Competent Authority, as such, the inquiry vitiates. On plain reading of the order dtd. 21-10-92 (Ex-9|pg. 87) shows Director Airport Services imposed punishment of dismissal upon the workman. What is [illegible] seen

whether the competent authority imposed the punishment. Nothing to show that prejudice is caused to the workman because the Deputy Director initiated inquiry against the workman. Therefore there is no substance in the above said contentions of the workman.

9. According to workman the inquiry committee was guided by the management, and that it was not independent authority. On perusal of the inquiry proceedings (Exhibit-9/13), it is the workman who refused to participate effectively in the inquiry, was not willing to disclose his case before the inquiry committee to prove his innocence. It is seen inquiry was not conducted by one officer, but, by a committee consisting members Mr. Bhowmik and Singh. Nothing to show that management interfered in the discretion of the committee members, therefore hardly can be said that prejudice caused to the workman on this ground.

10. So far time to give final submissions before the inquiry committee is concerned, it is seen letter to that effect dtd. 9-7-92 was given by the committee to give his final statement by 20-7-92 which was received by him on 18-7-92 and that his request for time to give final statement was turned down, so far inquiry on this is unfair count is concerned, it is seen from the record, advocates reply was already on record before the Competent Committee which must have considered the same, therefore it is hard to say that because of this, prejudice caused to him, when workman intended not to participate in the inquiry.

11. Workman stated in his evidence that he was paid only 50 per cent subsistence allowance and that he was not given subsistence allowance on the revised pay. Managements Assistant Manager-Accounts, Mr. Joshi vide affidavit (Exhibit-18H) pointed out that workman was entitled to 50 per cent of the wages, as per the Air India Employees service Regulations applicable to him at the relevant time which workman admitted on record. It is to be noted that pay of the employees of the Air India was revised in 1996. Workman was suspended in 1988 and inquiry ended in 1992 he was subsequently dismissed, when revised rules were not applicable. Therefore the contention of the workman that, prejudice caused to him on this ground, is baseless.

12. Admittedly workman's relations with the other employees were good. According to him inquiry committee was biased and the findings are perverse. Perversity is that when the findings are such which no reasonable person would have arrived at on the basis of the material before him. It is seen from the record, the inquiry committee referred the order of imposition of personal penalty passed by the customs authority. From the order of customs department, workman was found stealing gold weighing 10,377.4 gms. He was charged for act of gold smuggling which has reference in statements|contentions on record. Inquiry committee in detail recorded these statements which was not shaken during cross-examination. Therefore it is clear that the findings recorded are based on the evidence and the documents.

13. Their Lordships of the Apex Court in Sur Enamel & Stamping Works Vs. Their Workman 1963 II LLJ SCC pg. 367, ruled that inquiry cannot be said to have been properly held unless :

(1) the employee proceeded against has been informed clearly of the charges levelled against him.

(2) the witnesses are examined-ordinarily in the presence of the employee-in respect of the charges.

(3) the employee is given a fair opportunity to cross-examined witnesses.

(4) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter, and

(5) the enquiry officer records his findings with reasons for the same in his report.

Analysing the tests referred in the above said decision to the facts of the case on hand, hardly can be said that, inquiry was held against the Principles of Natural Justice and fair play and that the findings are perverse, Issues are answered accordingly and hence the order:—

ORDER

The domestic inquiry conducted against the workman was as per the Principles of Natural Justice.

The findings of the inquiry officer are not perverse

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2002

का. आ. 1509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल, लोदना को. के प्रबंधतंत्र के संबंध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, धनबाद के पंचाट (संदर्भ संख्या 20/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2002 को प्राप्त हुआ था ।

[सं. एल-20012/66/91-आई. आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 9th April, 2002

S.O. 1509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/1994) of the Central Government Industrial Tribunal-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL, Lodana Colliery and their workman, which was received by the Central Government on 5-4-2002.

[No. L-20012/66/91-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d) (2A) of the Industrial Disputes Act, 1947

Reference No. 20 of 1994

PARTIES :

Employers in relation to the management of Lodna Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi, Presiding Officer.

APPEARANCES :

For the Employers : Shri D. K. Verma, Advocate.

For the Workmen : Shri D. Mukherjee, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, the 25th February, 2002

AWARD

By Order No. L-20012(66)/91-IR(Coal-I) dated, 14-2-1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the claim of Coal Field Labour Union, Dhanbad for providing employment to Shri Shibu Mehato and 162 other workmen (as per list annexed) by M/s. BCCL is justified ? If so, what relief the workmen are entitled to ?"

2. Precisely, the case of the sponsoring union is that all the workmen attached to the present reference had been the permanent workers of New Standard Lodna Colliery and they worked as such till the work of the colliery was suspended due to mine problems and because of the suspension of the work large number of workers became unemployed. Further, as per the [illegible], the management neither issued any notice of closure of the mine to the concerned workmen nor any notice was given to them when a settlement was made between R.C.M.S and the management in the year 1971 or 1972. It has also been said that the Labour Enforcement Officer, Jharia had filed a case before the Payment of Wages Authority under Payment of Wages Act regarding non-payment of wages to the concerned workmen. Further, it has been said that as the concerned workmen were residing in different villages and at different States so they could not be informed about the opening of the colliery. Further the case is that upon settlement arrived at between R.C.M.S. and the management it was agreed upon to take back all the employees who were on the roll of the company after re-opening of the colliery and similarly another agreement was also entered with D.C.K.U. concerning 117 workmen who were involved in Reference No. 36 of 1978 and accordingly they were provided employment in M/s. B.C.C. Ltd. It is also the case that all such workers who are claiming for employment have got their Provident Fund Number and other incidental documents to prove that all of them are genuine workers. Lastly, in view of the aforesaid facts it has been prayed that the concerned workmen be given employment and also their back wages and other benefits

3. The management, on the other hand, in the written statement filed on its behalf has denied employer-employee relationship between the concerned workmen and the management and has come up with the case that the concerned colliery was closed sometime in the 1970 and was re-opened in November, 1970 on the basis of settlement dated 12-11-1970 in the course of conciliation proceedings. As per Clause 11 of the aforesaid settlement it was agreed that all permanent workers and the staff who were on the roll of the colliery in the month of June, 1970 would be allowed to resume their duties on commencement of work and get their names registered. In terms of the said clause several workmen joined the concerned colliery within the time limit It is further said that as per clause 12 of the said settlement it was clearly stipulated that the management would not be bound to offer work to any workman or staff if he would not report for work within the said time limit. The concerned workmen, if at all they were working in the said colliery earlier did not report for duties within the time fixed and as such they lost their claim for employment under the erstwhile employer. It has been said that the present case is based on concoction for providing employment to the job seekers with the help of litigation taking advantage of the settlement dated 12-11-1970 between the management of private owners of New Standard Colliery and the Union. Further, the case is that the management took into the employment of all the workmen on the roll of the colliery at the time of the takeover on 17-10-1971 and the date of the nationalisation i.e. on 1-5-1972 in pursuance of clause 17(1) of the Coking Coal Mines (Nationalisation) Act, 1972. It is said that as the concerned workmen were not on the roll of the colliery on 17-10-1971 they had no subsisting right to claim for employment under the private management as per the settlement dated 12-11-1970 and further they cannot claim for their employment under the present management subsequently. Further the case is that as per provision of Coal Mines Nationalisation Laws (Amendment) Act, 1986 the provision of Clause 17(1) of the Coking Coal Mines (Nationalisation) Act, 1973 got repealed retrospectively and the workmen of the erstwhile employer who had not been employed under the management of BCCL lost their right and cannot claim for their employment after 15-12-86 on which date the Amendment Act came into force. It has also been averred that the Hon'ble Patna High Court in a case has already observed that the workmen of a private employer cannot claim for their employment under the management of M/s. B.C.C. Ltd. after the appointed day. In regard to the settlement arrived at in Reference No. 36 of 1978 pending before the Tribunal, it has been stated that the management agreed to take into the employment 117 workmen who established their identity and they are working in the concerned colliery. It is said that the said reference was sponsored in the year 1975 by B.C.K.U. and the position of law as existed at that time was different from the law as existed after 15-12-1986 i.e. after coming into force of Amendment Act. Lastly it has been averred that the claim of the concerned persons for their emp-

loyment under the management of M/s. BCCL is without any justification and they are not entitled any relief.

In its rejoinder also to the written statement filed on behalf of the workmen apart from denying several facts it has further been stated that the settlement was arrived at in the year 1970 in course of the conciliation proceeding and at that time all the unions operating in coal industry were well aware of the facts and they were entitled to intervene in the proceedings and to take steps to preserve the interest of the persons of their union and further the settlement was registered in the office of the Regional Labour Commissioner (Central), Dhanbad and the sponsoring union was at liberty to look into the matter and to raise objection, if any. But it did not do so and about 20 years of the said development it came out with the plea criticising the said settlement and seeking relief for the concerned workmen which of course is over stale claim which cannot be entertained. This has also been challenged that the concerned workmen were ever employees of the private management at the time of take over or nationalisation of the concerned colliery.

4. It is apparent that in the written statement of the sponsoring union it has not been disclosed as to when and in what capacity the concerned workmen worked in the concerned colliery and uptil when and what date. Further it has not been mentioned anywhere as to when the work of the concerned colliery was suspended and thereafter it restarted since when. In course of evidence of the three witnesses out of the total workmen concerned seems to have stated only this much that they worked in different capacity till the year 1963 after which due to inter-union rivalry they left the colliery having been driven out of the job. The management's version is that the work of the colliery was suspended in the month of June, 1970 but from November, 1970 it reopened and again started functioning. This version of the management has to be accepted as correct as the same stands undenied or unrebutted.

Now, precisely the claim of the concerned workmen, as seen above, is that they were the permanent employees of the concerned colliery prior to suspension of its functioning for a brief period and so after resumption of its functioning and its nationalisation in the year 1972 they ought to have been reinstated in their respective jobs by the management as they continued to be the workmen irrespective of the development that had taken place in the meantime. The management, on the other hand, is denying the relationship altogether and further submits that as on the appointed day i.e. on 1-5-1972 the date when the colliery was nationalised, the concerned workmen were not on the roll of the erstwhile employer and were not working they cannot claim to be reinstated particularly in view of amended provision of Coal Mines (Nationalisation) Act and also in view of the terms of the settlement arrived at in the year 1970 itself between the management and the union pursuant to which large number of workmen who were found to be working prior to closure of the colliery for a brief period, were employed or reinstated. Further the assertion is that a 'stale' dispute has been raised by the sponsoring union after about 20 years of take over and nationalisation of the concerned colliery as never before it came forward with the claim as raised despite knowing all about the developments.

It is, thus, to be seen firstly before dwelling into any other aspect involved, whether on the basis of the materials put forward it can be taken to have been established or not that the workman concerned, in fact, were employed in the concerned colliery prior to its suspesion and also prior to its take over and nationalisation in the year 1973.

5. As noticed above, the pleading of the sponsoring union is either silent or vague so far as few material facts are concerned. It is only by leading evidence attempt has been made to introduce and also to clarify certain facts and put a presentable case for seeking relief. However, no document has been filed and exhibited in course of the proceeding excepting one (Ext. W-1) which is simply provident fund receipt concerning one of the concerned workman who has also been examined as MW-3.

All the three witnesses on behalf of the concerned workmen are those whose names are also included in the schedule of the present reference and as such are amongst the concerned workmen. MW-1 is Haru Gorai who has said that he was working as Haulage Driver at New Standard Lodna Colliery upto 1963 for a period of 15 years. He appears to have stated that he joined the service in the year 1944 and at that time he was 20 years old. If such statement made by him is to be taken into account then he would have been superannuated in the year 1984 itself, whereas the present dispute was raised in the year 1990 wherein the claim was made for providing him and others the employment. Definitely it sounds somewhat absurd and whimsical. This witness has also stated that due to union rivalry some of them were arrested and assaulted and some of them were forced to leave the job. He has also said that the documents would be made available about being sent to jail and about assault being made. He has also said that written authorisation to work as Haulage Driver was given to him and he was also given the bonus card. According to him, he was the member of provident fund also the number of which he does not recollect. Thus, quite obviously apart from the fact that he raised the dispute after about six years of attaining the age of superannuation, as per his own statement, he also could not produce even a single chit of paper to show that, in fact, he worked in the concerned colliery during the relevant period.

The second witness examined on behalf of the workman is Gulam Hussain—WW-2. According to him, he worked as Operator in the concerned colliery. According to him, he was appointed in the year 1958 and at that time he was 18 years old and worked till 1963. Like MW-1 he has also stated that due to union rivalry he and others were arrested and were forced to flew. away, and this way they were forced to relinquish the work. He has said that presently he is the member of the sponsoring union which raised the dispute in the year 1980. In his cross-examination he has said that at the time when he and others were assaulted police case was instituted and some of them were arrested. Further, according to him, he does not have any paper relating to the said police case or about being a number of C.M.P.F. Further

according to him, he was given written permission by the Manager to operate the electric pump which paper is not with him presently. Further according to him, bonus card issued to him was also not available with him. Therefore, apart from raising the dispute at the fag end of his retirement even as per his own statement he has failed to come forward with any material in support of his statement as regards his working in the concerned colliery during the relevant period.

The third witness on behalf of the workman is Umesh Prasad Srivastava. According to him, he was working as Munshi in the concerned colliery from the year 1952-53 upto June 1963. Thereafter, according to him, he was ousted from service without any notice or without any compensation. He has proved one receipt of Provident Fund which has been marked Ext. W-1. In cross-examination he has said that the dispute was raised by the sponsoring union in the year 1980 for their service and back wages but even before that, according to him, he had filed case for the same purpose. He says that he does not have any document about the previous case and also have no paper with him except Ext. W-1. He also said that he does not remember his C.M.P.F. number and cannot say if the name of the colliery is written in Ext. W-1. Even if the dates given by him are to be accepted he would have retired from service in the year 1992 itself. He has sought to explain the delay in raising the dispute by stating about the filing of a case by the sponsoring union in the year 1980 and even prior to that by him as well. He could not furnish any paper to support of these facts. Simply on the basis of a receipt of provident fund wherein also the name of the colliery etc. is not mentioned it cannot be gathered that, in fact, he worked in the concerned colliery during the relevant period as per his statement given. It is thus obvious that in their evidence all the three witnesses failed to substantiate their claim and their statements are not worthy of making reliance particularly when they are not supported by the documents. They have failed to furnish the explanation as to why in the year 1963 itself or soon thereafter the dispute was not raised by them or on their behalf by the sponsoring union and why they waited till the year 1990 when ultimately the dispute was raised.

On the other hand, two witnesses examined on behalf of the management are the two employees working in the concerned colliery. According to MW-1 he was working since August, 1966 and earlier he was a fitter and also issuing lamps to workers. He has said that the colliery was closed in June, 1970 and was re-opened in November, 1970 and there was settlement on 12-11-1970. He has specifically stated that the concerned workmen were not working as workers at that time and actual workers working at the time of closure of the colliery had joined duty in the month of November, 1970 but some of them could not join and later on raised dispute before the A.L.C.(C) and thereafter they joined their duties. He has denied the fact that some of the workers were forced to leave the place due to union rivalry. According to MW-2 also prior to nationalisation he was working in the concerned colliery as Attendance Clerk. He has said that the concerned workmen were not working at that time. He has also denied the fact that when the mining was suspended in the year 1970 all the workmen were stopped from work. There does not appear to be any reason as to why the statement of the two witnesses of the management should be disbelieved.

Therefore considering the aforesaid materials collected in the course of the proceedings it can only be observed and concluded that it stands not established that the concerned workmen were on the roll of the private management prior to take over and nationalisation of the concerned colliery in the year 1972 and even prior to 1965 if the statements of the aforesaid witnesses of the workmen are to be taken into account.

6. Now, coming to the legal aspect raised, it has been strenuously urged on behalf of the management that under Section 14 of the Coal Mines (Nationalisation) Act, 1973 a workman who was in the employment on the appointed day, namely, 1-5-1973 alone is entitled to be provided with employment and so apart from the fact that the concerned workmen were not in employment on the appointed day, on the date when the present reference was made to the Tribunal the provision of Section 14 of the Act stood substituted with retrospective effect w.e.f. 1-5-1973 and so in that view also no relief can be granted to the concerned workmen in regard to providing them employment.

Upon this aspect from the side of the sponsoring union it has been urged by citing a decision of Hon'ble Supreme Court reported in 1978 AIR (SC) 979 that it has already been held by the Hon'ble Supreme Court in the said decision that as per Coal Mines (Nationalisation) Act all those workmen who were working on the appointed day i.e. 1-5-1973 shall be deemed to be the employees of M/s. B.C.C. Ltd. It has been urged that the Hon'ble Supreme Court in subsequent decision also has held as above and has granted relief to the workmen who were found to be working prior to nationalisation and were stopped from attending duty.

7. Both the sides as such have relied upon few authorities of either Hon'ble High Court or Hon'ble Supreme Court in support of their respective contentions which would be taken note of and considered in course of discussions made hereafter.

As per Section 14 of the Nationalisation Act of the year 1973 every person who is a workman within the meaning of Industrial Disputes Act, 1947 and has been immediately before the appointed day an employee of the Central Government in which the right, title and interest of such mines have vested under this Act and shall held office or service in the coal mine with the same rights as would have been admissible to him if the right in relation to such coal mine had not been transferred to or vested in the Central Government or the Government Company. This provision stood deleted and substituted by way of Amending Act which came in the year 1986 and which provided that the service of any officer or other employees employed in a coal mine shall be liable to be transferred to any other coal mine and such transfer shall not entitied such officer or other employees to any compensation under this Act or any other law for the time being in force and no such claim shall be entertaired by any

Court, Tribunal or other authority. This mining Act came into force on 15-12-1986. It appears that an award was passed in Reference No. 189 of 1986 by the Tribunal in favour of few workmen holding that the Coal Mines Nationalisation Laws (Amendment) Act, 1986 became applicable prospectively and the workmen of erstwhile employees were entitled for their employment under the management as per the decision of Hon'ble Supreme Court reported in 1978 Lab. I.C. 709. That award was challenged before the Hon'ble High Court in CWJC No. 747|88(R) and the Hon'ble High Court by its judgement dated 8-9-1989 held that the substituted Sec. 14 came into force w.e.f. 1-5-1973 and as the workman were not in employment of coal mines in question on the appointed day i.e. 1-5-73 they could not have been directed for there reinstatement. It further appears that the said judgement of Hin'ble High Court was later set aside by the Division Bench of the said Hon'ble High Court in L.P.A. and against that decision thereafter the management moved Hon'ble Supreme Court and the Hon'ble Supreme Court dismissed the said case mainly considering the facts of that particular case upon which the findings of the Tribunal was there and in sum and substance affirmed the view of the Hon'ble High Court so far as retrospectively of the amending provision was concerned. It seems to have observed in para 8 of the said judgement reported in 2001 Lab. I.C. 1350 that in the case the finding of the Tribunal is that the employees in question has not ceased to be the employees but were merely not allowed to do work and so this finding of fact arrived at on appreciation of evidence cannot be faulted with at all and hence the right enforced by the employees will not attract the Amending Provision of the Act which came into force w.e.f. 15-12-86. The Hon'ble Supreme Court further went on to observe that the award made by the Tribunal cannot be taken to be wrong particularly when the decision has been given on facts that on the date of take over the concerned workmen were employees of the appellant-management and all that happened was that they were prevented from working in the colliery.

It is clear that as far as retrospectivity of the Amending Provision is concerned the same was upheld by the Hon'ble Supreme Court also but considering the facts and circumstances of that particular case award of the Tribunal was upheld by observing that as the Tribunal found that the workman concerned were the employees of the management on the date of take over and nationalisation of the colliery and they were simply prevented from working in the colliery, so the right already vested prior to amendment cannot be taken away or disturbed by the retrospectivity of the Amending Provision of the Act. In the instant case the fact and circumstance are not identical and as such the aforesaid decision of Hon'ble Supreme Court does not help the concerned workmen in any way. Here it stands not established as discussed above, that the concerned workmen were in fact, the workmen working under the private management prior to nationalisation or at the time of its take over. In fact, as per the workmen's witnesses they worked till the year 1963 and thereafter due to union rivalry etc. they were ousted from job or were driven out of their job, whereas as per uncontroverted fact the work of the colliery was suspended in the month of June, 1970 and just after few months thereafter in the month of November, 1970 it again started functioning and the settlement was arrived at in the month of December, 1970 itself in terms of which several workmen working in the colliery prior to the closure were taken into employment and a specific period was fixed for all the workmen to report for their duties and thereafter subsequently in the year 1971 the said colliery was taken over and thereafter was nationalised. So as per the witnesses much before the take over they ceased to be in the employment of the management of the concerned colliery and never they were re-employed in any capacity whatsoever. As such no question arises of any vested right to be enforced even after coming into force of the Amending Provision of the Act of 1986 i.e. w.e.f. 15-12-1986. As far as the decision reported in 1978 Lab. I.C. 709 is concerned it is reiterated that the principle of law enunciated therein was on the basis of law as existed on that date and not on the basis of coming into existence of Amending Provision of the Act in the year 1986. Further the said case is distinguishable on facts also as in that case the workmen concerned were found to be working on the appointed date and only they were stopped from duty by the erstwhile employer whereas in the facts of the instant case there is nothing on the basis of which it can be held that on the appointed day the concerned workmen were very much on the roll of the erstwhile employer and were working as such so as to treat them the workmen of the present management also after the take over and nationalisation of the colliery.

8. Besides the above, it appears that as per their own case the concerned workmen worked only till the year 1963 as thereafter they were driven out of their job due to union revalry going on at that time. Subsequently to that it appears that the dispute was raised for the first time in the year 1990 before A.L.C.(C) and then the present reference was referred to the Tribunal in the year 1994 for adjudication. Neither in the entire written statement nor in course of evidence any explanation whatsoever has been furnished as to why the dispute was raised much belatedly i.e. precisely after about 27 years of leaving the colliery by the concerned workmen and about 20 years from the date of take over by the concerned colliery. Two witnesses in course of evidence though have said that the sponsoring union had raised the dispute in the year 1980 itself but nothing has been put forward in support of the said statement or to substantiate the same. Simply it has been stated at one place in the written statement that as the workmen concerned were the resident of different villages and States they could not be informed. This can only be taken to be a whimsical stand unworthy of any acceptance. When in the month of December, 1970 itself admittedly a remarkable and significal development had taken place in the shape of settlement between the management and R.C.M.S. it could well be expected that all the other units existing in the coal belt must also be aware of the said developments. In the instant reference the sponsoring union has absolutely nothing to say as to why it did not take up the matter

relating to the concerned workmen at that time itself and why it had chosen to raise the dispute for the first time only in the year 1990. Considering circumstances borne out of the materials it thus becomes obvious that a over stale dispute was raised on behalf of the concerned workmen and adjudication was sought to be made by the Tribunal in respect of providing employment to the concerned workmen by the management. Upon the aforesaid aspect it has been forcefully urged on behalf of the sponsoring union by citing few reported decisions also of the Hon'ble Supreme Court that there is no limitation prescribed in the matter relating to labour dispute and as such irrespective of the delay which has occurred in raising the dispute the Tribunal has got to adjudicate upon the merit of the claim as raised by the concerned workmen. Out of those decisions which have been cited one latest decision of Hon'ble Supreme Court is reported in 2001 L.L.R. page 900. From the side of the management also several decisions of Hon'ble Supreme Court have been cited in support of the contention that despite there being no limitation prescribed the over-stale dispute can not be referred to and adjudicated by the Tribunal and such reference is liable to be thrown out on that score itself. One of those cited decisions is reported in 1993 Lab. I.C. (SC) 1672.

Having gone through the aforesaid recent decision of the Hon'ble Supreme Court reported in 2001 L.L.R. 900 as well as few other decisions on that aspect it becomes clear that it has not been held anywhere that irrespective of the facts and circumstances of a particular case and despite lapse of several years in raising the dispute the reference cannot be held to be bad in law or cannot be questioned on the ground of inordinate delay. As far as recent decision of the Hon'ble Supreme Court is, concerned firstly the same is quite distinguishable on facts as there at the time of making reference the conciliation proceeding was still pending and secondly in the facts of that case reference was held to be bad by the Hon'ble High Court solely on the ground of inordinate delay in raising the dispute whereafter the matter travelled to the Hon'ble Supreme Court. In its decision the Hon'ble Supreme Court has not taken a different view, rather its finding is quite in consonance with the finding in few earlier decisions of the Hon'ble Supreme Court. It has rather referred and quoted from the earlier decision of Hon'ble Supreme Court reported in 2000 (2) SCC. 455 wherein it was held that a dispute which is a stale could not be subject matter of the reference under Sec 10 of the Industrial Disputes Act and when the dispute can be said to be stale would depend upon the facts and circumstances of each case. Therefore, these decisions, in my view, do not support the aforesaid contention raised on behalf of the sponsoring union that irrespective of the facts and circumstances the industrial dispute can be raised at any point of time and even after the lapse of about 20 or 27 years, as in the instant case. As far as facts and circumstances of the present case are concerned, as mentioned above, there is no explanation at all much less reasonable explanation furnished from the side of the concerned workmen for inordinate delay of about 20 or 27 years caused in raising the dispute. In such circumstances unhesitatingly the dispute as raised can very well be called "over-stale".

9. Thus, in view of the aforesaid considerations and discussions made on the basis of the materials on record it can safely be concluded that the claim of the sponsoring union for providing employment to the concerned 163 workmen by M|s. B.C.C. Ltd. cannot be held to be justified and consequently those workmen are not entitled to any relief whatsoever.

10. The award is thus rendered as hereunder :

The claim of Coal Field Labour Union, Dhanbad for providing employment to Shibu Mahato and 162 other workmen (as per the schedule annexed with the reference) by M|s. B.C.C. Ltd. is not justified and those workmen, as such, are not entitled to any relief whatsoever.

However, there would be no order as to cost.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2002

का. आ. 1510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल एण्ड नेचुरल गैस कं. लि. के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच. अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 1, धनबाद के पंचाट (संदर्भ संख्या 89/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2002 को प्राप्त हुआ था।

[सं. एल-20040/12/94–आई.आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 9th April, 2002

S.O. 1510.—In pursuance of Section 17 o fthe Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 89|1995) of the Central Government Industrial Tribunal-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil and Natural Gas Co. Ltd. and their workman, which was received by the Central Government on 5-4-2002.

[No. L-20040/12/94-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d) (2A) of the Industrial Disputes Act, 1947

Reference No. 89 of 1995

PARTIES :

Employers in relation to the management of Oil and Natural Gas Corporation Ltd.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi, Presiding Officer.

APPEARANCES :

For the Employers: Shri K. N. Gupta, Advocate.

For the Workmen: Shri Akashdeep, Advocate.

STATE : Bihar. INDUSTRY : Oil & Gas.

Dated, the 27th March, 2002

AWARD

By Order No. L-20040/12/94-IR(Coal-I) dated, 9-8-1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand of S/Shri Shekhar Kumar Alias Shekhar Kumar Singh and 19 other workmen (as per list enclosed) for regularisation by the management of ONGC, Gandak Deep Drilling Project, Patna, is justified ? If so, to what relief the workmen are entitled ?"

LIST OF WORKMEN

1. Shri Shekhar Kr. alias Shekhar Kr. Singh.
2. Shri Pramod Kr. Prasad.
3. Shri Ajit Kr. Singh.
4. Shri Shiva Kant Pandey.
5. Shri Ramdeo Prasad.
6. Shri Lalan Prasad.
7. Shri Ramesh Singh.
8. Shri Devendra Kr.
9. Shri Kanhaiya Sah.
10. Shri Sita Ram Sah.
11. Shri Babulal Gupta.
12. Shri Suresh Yadav.
13. Shri Puran Sharma.
14. Shri Dasrath Sharma.
15. Shri Raja Ram Sah.
16. Shri Manbahali Prasad.
17. Shri Sharawan Kr. Vishwakarma.
18. Shri Bidya Kant Pandey.
19. Shri Birendra Kumar.

2. Precisely, the case of the concerned workmen is that they were engaged rightly from the year 1988 by the management under different work orders/under different job contractors and continued to work uninteruptedly since 1988 at the Project Sites, i.e. at Ganauly Kadmaha in West Champaran, District Bihar this was done by the management (ONGC) as unfair labour practice with a view to avoid the enrolment of the concerned workman on muster roll. Further it has been said that the concerned workmen were engaged continuously for more than five years and they worked for more than 240 days during 12 calendar months directly under the supervision of the management. They were working on the Site of drilling within the premises of ONGC which was inspected daily and periodically and further the power of control and supervision, discipline and to impose punishment and also to control the manner and method of daily work was done by ONGC even to the extent of suspending the work of few workers. It is said that the concerned workmen used to be paid in lump sum against the job done by them to avoid implication of Minimum Wages Act and contrary to industrial law. All the concerned workmen, as per the case, were given experience certificates by the officials of the management about their satisfactory work for five years and more. Further, the case is that there is one circular which came into existence on 16-7-1991 by which a scheme was provided to absorb all contingent workers engaged on job contract who fulfilled certain criteria provided therein.

In the month of March, 1993, further it has been said, by another tender notice the Administration of ONGC invited for job contract for the same jobs from registered contractor/society of ONGC/P.W.D./M.E.S./Railways and other Government Departments having experience of similar nature of job and this time the Administration of ONGC became adament to allot the job causing retrenchment of the concerned workmen and they stopped taking work from them from 1-4-1993 and this retrenchment was done in violation of Section 25-F of the I.D. Act, 1947. No notice as required was ever given nor any payment in lieu thereof was paid to the concerned workmen. It is said that the management adopted new trade device to terminate the job of the concerned workmen by inviting tender from the registered contractor which was come earlier also. But later upon the objection those jobs were re-allocated to the concerned workmen till March, 1993 under different work orders and acocrdingly payments were made. It has further been said the works performed by the concerned workmen were of different nature, such as, repairing or changing of lighting circuit, motor burnishing/greezing, checking/changing of carbon, material handling of electrical/mechanical/telecom sec. of ONGC, maintenance of electrical equipment of water supply of ONGC, change of cable etc. and all those works were permanent in nature necessary for the said project of the management and only to deprive the concerned workmen of the benefit of regular employment the management retrenched them without following the provisions of industrial law and thereafter tried to allot the work which the concerned workmen were performing. Lastly it has been said that since the concerned workmen have worked for considerably long time i.e. for more than five years under the direct control of the management and there is a scheme for regularisation of the workmen besides

several judicial pronouncements, the concerned workmen are entitled for regularisation and being aggrieved by the action of the management dispute was raised before the A.L.C.(C), but due to non-cooperation from the side of the management the reconciliation proceeding failed and ultimately the dispute was referred to this Tribunal for final adjudication.

3. The management, on the other hand, in its written statement apart from denying several aspects raised by the concerned workmen in their written statement, has further come out with the stand that the present reference is bad on the ground of maintainability itself. Besides the fact that there is no relationship of employer and employees between the concerned workmen and the management, it is said, that the present reference does not come within the scope and ambit of Section 2A of Industrial Disputes Act, 1947, and as such, the alleged dispute cannot be an industrial dispute as contemplated under the Industrial Disputes Act, 1947. It has been said that in absence of employer-employee relationship there does not arise any question of being employed by the Corporation much less the employment from 1988 or beyond 240 days. The concerned workmen, further according to the management's case, were engaged not by the Corporation but by the contractors who had got the assignment in the project work after having been selected in response to the tender invited by the Corporation. Further according to it, the allegation of terminating the service of the concerned workmen in the guise of notice inviting tender is baseless and incorrect and the allegation of unfair labour practice is also totally baseless. It has also been denied that the concerned persons were engaged by the contractor continuously in as much as in the project work there does not arise any question of continuity and the contractors are engaged against tender from time to time as and when situation demands. Further it has been denied and disputed that the job in the project is of permanent nature. It is said that the nature of work itself in a project requires assignment in a manner as has been done since the work in the project has no permanent character. The allegation of depriving the concerned workman of the benefit of regular employment or of unfair labour practice have been termed as totally baseless for the reason that the concerned peresons were not engaged by the Corporation, the work in a project cannot have permanent character and that there is no scope for any regularisation not only in the context of absence of employer-employee relationship but also with permanent nature of job with permanent vacancy. Since the concerned workmen were never engaged by the Corporation it is said that the question of being engaged continuously does not arise. It has also been denied and disputed that the concerned workmen were directly under the supervision of ONGC Technical and Administrative Personnels as alleged and further it has been denied that the concerned persons were ever paid by the Corporation. As regards certificates issued about satisfactory work of the concerned workmen, it has been said that those certificates if any, must be procured one and the Corporation disputes the veracity thereof and further if any certificate has been issued the same cannot have any binding effect so far as the Corporation is concerned. Further it has been said that the circular dated 16-7-1991 cannot have any manner of application in the case of the concerned persons and moreover absorption in the regular basis depends on the availibity of the vacancy which is totally absent and the Corporation has also a seniority list of about 162 contingent labourers in this respect.

Further, the case is that since the concerned workmen were not appointed by the Corporation, the question of their retrenchment does not arise. It is said that the contractual engagement cannot come within the scope of Sec. 2(oo) of the I.D. Act, 1947 and further there is no question of any violation of Section 25-F of the I.D. Act, 1947. Lastly it has been said that in absence of the engagement by the Corporation in absence of permanent vacancy, in absence of permanency of the establishment and further in absence of any vested right to permanency, the claim of the concerned workmen for their regularisation is absolutely baseless and unjustified.

4. Considering the aforesaid stands taken by the respective sides and also in view of the nature of controversy involved it is apparent that the core issue which requires consideration is whether at all there was any relationship of employer and employees between the two sides and further whether the concerned workmen worked continuously for more than five years or more then 240 days in a calendar year and in fact were retrenched from their service. The relief as claimed by the concerned workmen is quite dependent upon the findings which would be arrived at on the aforesaid core issue.

5. In support of their respective stands both sides have adduced oral as well as documentary evidence. Two witnesses were examined from the side of the workmen and likewise on behalf of the managemeent three witnesses were examined. Few documents have also been filed on behalf of both the sides, the relevancy and significance of which would be taken note of and considered in course of discussions made hereinafter.

6. It stands undenied that within the period as specified above there had been a drilling project of ONGC going on for exploration of hydro-carbon at the aforesaid two places, namely, Kadmaha and Ganauly within the district of West Champaran and further it is not denied that upon the completion of operation in the year 1993 the entire project at those places was winded up and shifted to a place in the State of Assam. The dispute is with respect to the nature of engagement as also the relationship between two sides as it existed during the continuation of the aforesaid project at the aforesaid two places.

7. In regard to the nature of engagement in para 6 of the written statement filed on behalf of the concerned workmen it has been stated that the concerned workmen were engaged right from 1988 under different work orders under different job contract and continued to work uninterruptedly since 1988. Further despite such specific stand being taken, in course of his evidence WW-1 who happens to be one of the concerned workman appears to have stated that it is not correct that he and others were working under a contractor. WW-2 who happens to be yet another concerned workman has also stated in the same way and has said that he and others were not working

under any contractor. He has also denied that he was a contractor under the management.

It is thus obvious that the statement of the witnesses are not consistant with the statements made in the written statement as noticed above wherein it has been disclosed that the engagement of the concerned workmen was under different work orders and under different job contract.

Out of the documents filed on behalf of the concerned workmen Ext. W-1 series are the work orders for job contract in the name of some of the concerned workmen only and mainly in the name of Ramdeo Prasad and Sekhar Kumar Singh. It is apparent from these documents that there used to be tender and quotation and then they are issuance of work order for carrying out few specific job within a stipulated period, Ext. W-4 series are the job contract bills mainly submitted by the aforesaid two concerned workmen, namely, Ramdeo Prasad and Shekhar Kr. Singh and it shows that for the jobs done, lump sum amount used to be paid. Thus it also shows the existence of contract system. Exts. W-5 and W-5/1 are the documents as regards payment of bills. That shows that after passing of the bills payment used to be made through cheque to the persons in whose name the work order used to be issued Exts. W-6, W-6/1 and W-6/2 are the Pass Books in the name of the aforesaid Ramdeo Prasad and Shekhar Kr. Singh besides also in the name of one Promod. It is apparent out of these Pass Books that after the passing of the bills the amount used to credited in the account of those concerned workmen and as such it further supports that the nature of engagement was through contract.

From the above it is clear that though during the evidence the effort has been made to deny the said relevant fact but even as per their own materials produced in course of the proceeding, the engagement of the concerned workmen can only be taken through job contract and not directly by the management. In other wards, existence of the contract in the helm of affairs stands rather admitted. The argument advanced on behalf of the management does not appear to be devoid of sustance that out of the concerned workmen one or two used to enter into contract with the management for getting the specific job done for which they used to be paid specified amount and thereafter it is they who used to engage other concerned workmen for getting the job done and further it is they who used to disburse the amount received or pay wages to all the concerned workmen. Not only the management's witnesses in course of their evidence have stated about such mode or nature of engagement rather out of the documents filed on behalf of the management also, such as, tender, quotation, agreement, bills, contract sanction orders etc., it becomes obvious that the engagement of the concerned workmen used to be through the contract or the agreement entered into after following all the necessary formalities and procedure between one of the concerned workmen at a time and the management. In fact, to the same effect in the very first paragraph of the written argument filed on behalf of the concerned workmen it has been said rather admitted that there is no dispute that the concerned workmen 20 in number have worked from 1988 till March 1993 at Ganauly and Kadmaha sites of West Champaran District of ONGC under agreement by one of the workmen who is termed as contractor, on one side and ONGC on the other side duly signed by the authorised/competent authority.

8. It has been urged that if at all they were engaged through contractor the existence of such contractor was a mere camouflage to frustrate the interest and to deny the concerned workmen their rightful claim of being absorbed as permanent employee. It has been further submitted in this regard that it was the management which used to control and supervise day to day work of the concerned workmen during the period of their engagement and further it was the management which used to pay the wages to them in lump sum amount against the job done to avoid implication of Minimum Wages Act. In short, the submission advanced is that there exists direct relationship of master and servant between the management and the concerned workmen irrespective of their engagement on the strength of contract.

The management, on the other hand, has vehemently challenged the aforesaid contention and has firmly come out with the case that there was no relationship as such between the two and the concerned workmen had never been the employees of ONGC rather at the highest they can be said to be the workmen of the contractor as for getting some work done which are of not perennial nature, whenever there is a project going on, ONGC engages some contractors and after following all the required formalities agreements are entered into and after the completion of the work those contractors are paid the amount in lump sum in terms of the agreement. As per the management it has never been the concern of the management as to those contractors who are being engaged, get those work done in what way and by employing how many workmen as the same is their headache and it is they who are supposed to make payment to those workmen hired by them. In the instant case also according to the management the same is the case and all the concerned workmen at the highest can be said to be the workmen of the contractors and in fact, some of them themselves were the contractors as they used to come forward from time to time for agreements with the management on certain terms and conditions.

So, in view of the aforesaid rival contentions as per the settled principle the veil has to be pierced in order to find out whether the existence of contract or presence of contractor was a mere camouflage and in fact there was direct relationship of employer and employees between the concerned workmen and the management.

9. So far as the oral testimony of the witnesses are concerned both the witnesses who, as noticed, are amongst the concerned workmen also, have consistently stated that they all worked as per the work order of the management and WW-2 has further said that payment was made through cheque issued by the management in his name. They both have denied that they worked under any contractor and were paid wages by the contractor. They have also denied that their work used to be supervised by the contractor and not by the management. WW-2 in course of his cross-examination has identified and proved his signature upon few documents produced from the side of the management, such as few agreements, quotations, bills, payment vouchers etc. While controverting the

statement of those witnesses from the side of the management MW-1 has stated that the concerned workmen never worked as employees of ONGC. He has also said that out of the concerned workman Ramdeo Prasad and Shekhar Kr. Singh had been the contractors and rest of the concerned workmen might be the employees under those contractors. Further he has said that at drilling site contractors used to be engaged for carrying out certain works like material handling, shifting of equipments, minor repairs etc. and those works were not of perennial nature. According to him, there was no employer and employee relationsip between the management and the concerned workmen and the work of the concerned workmen was never supervised by the management. Further according to him, contractors used to submit bills against the work done by them and against that work payment used to be made to them through cheque. He has also said that the management was not concerned with the payment of wages to the employees of the contractors. MW-2—Bansu Prasad in the same way has denied the relationship between the two sides and has said that none of the concerned workman had worked at the site of operation as employee of ONGC. While describing manner of engagement he has stated that out of 20 concerned workmen one used to fill the contract and upon awarding the contract he used to take work from the rest of the concerned workmen. According to him, he and others never made any direct payment to those 20 persons nor their work was directly supervised or controlled by them. He has further said that payment used to be made to the contractor by Account Payee cheque in the name of contracor and has also said that the contractor used to get the cheque encashed to his account and used to make payment to the labourers. He has identified and proved the bills marked as Exts. M-32, M-33 and M-34. Further, according to him, Exts. M-13, M-4, M-5 and M-6 are agreements between the contractor and ONGC with all terms and conditions and the same bear the signatures of all the parties. The third witness on behalf of the management, B. A. Haidry (MW-3) has also stated in his evidence that there were own employees of ONGC to do regular nature of job including maintenance at those two sites. According to him, same works which were not of regular nature were being awarded to the contractors. He has also said that none of the concerned workmen has worked as the employee of ONGC either at Gaunaly or at Karmaha. According to him, they were the employees of the contractors and were getting the payment from the contractors. He has further said that the contractors used to submit bills whereafter Account Payee cheque in the name of those contractors used to be issued. He has proved and identified three Pass Books of those contractors, marked Exts. M-6, M-6/1 and M-6/2. He has also said that those contractors got the work performed through their workers.

In order to corroborate the stand taken by the management and also to support the aforesaid testimony of management's witnesses altogether 115 documents have been filed and have been exhibited on behalf of the management.

10. Out of several documents filed on behalf of the management Exts. M-4, M-5, M-6, M-13, M-49 and M-61 are the copies of agreements entered into between the management and mainly the concerned workman Ramdeo Prasad and Shekhar Kr. Singh who have been described by the management as contractors as well. These documents show the agreement between the two sides for getting the specified work done within the stipulated period on contractual basis and the period was also fixed for the validity of the said agreement besides laying down several terms and conditions. Those agreements relate to different period. Ext. M-25 is copy of tender notice inviting tenders for the works to be done; Exts. M-15, M-16, M-17, M-19 and M-21 are copies of quotations submitted by different concerned workman and mainly by Shekhar Kr. Singh and Ramdeo Prasad. The nature of job which were to be done is mentioned there alongwith the rate for doing those works. It is requested therein to accept the tender and award the job so that they could render their services to the satisfaction of the management. Exts. M-52, M-63, M-66, M-77, M-84, M-94 and M-99 are the contract sanction orders in the name of Ramdeo Prasad and few others whereby amounts were sanctioned from time to time for one purpose or other; Exts. M-11, M-12, M-14, M-23, M-24, M-26, M-27, M-32, M-33, M-34, M-36, M-41, M-43. M-46, M-50, M-56, M-57, M-59, M-64, M-67, M-68. M-70, M-71, M-73, M-80, M-82, M-85, M-87, M-89. M-90, M-91, M-97, M-100, M-102, M-105, M-108, M-110 and M-114 are the copies of job contract bills submitted mostly by the alleged contractors, Ramdeo Prasad and Shekhar Kr. Singh. Incidentally, in course of his evidence when the attention of Shekhar Kr. Singh (WW-2) was drawn towards some of those bills and agreements over which his signatures are there he has admitted those signatures to be of his own. In those bills work description, rate and amount have been mentioned and they all seem to have been certified by the concerned official of the management also. They amply demonstrate that for the work done on the basis of job contract, bill was prepared by the concerned contractors at the prescribed rates mentioned therein. Exts. M-35, M-39, M-42, M-45, M-48, M-54, M-58, M-60, M-65, M-69, M-72, M-76, M-79, M-81, M-83, M-86, M-88, M-92, M-93, M-96, M-98 M-101, M-103, M-105, M-109, M-112 and M-115 are the Bank's payment vouchers, mostly in the name of aforesaid Ramdeo Prasad and Shekhar Kr. Singh for different amount due to be paid to them. Exts. M-7, M-8, M-9 and M-10 are etiher work orders or letters of acceptance. Ext. M-37 is the copy of job contract, M-40 is receipt of cheque by Ramdeo Prasad. M-44, M-47 and M-53 are copies of forwarding letters. Ext. M-62 is the extension of work order for job contract and Ext. M-37 is job contract letter.

Besides the aforesaid documents Ext. M-3 series are the payment vouchers from the month of August, 1990 to the month of March, 1993 and those are with respect to each month. Types of jobs are mentioned therein and further the same contain the name of the concerned workmen, payments made to them and also their respective signatures as against that made in acknowledgement of the receipt of the said payment. Down below each such payment voucher under the head "signature of contractor" either the name of aforesaid Ramdeo Prasad is there and in some of those vouchers the name of Shekhar Kr. Singh is there and they all bear their signatures. In course of his evidence said Shekhar Kr. Singh (WW-2) has admitted the genuineness of those documents by identifying his

signature over some of them. Particularly these payment vouchers are further indicate of all the dealings which used to be there between the contractors and the other concerned workmen and these documents also support the management's contention that out of those concerned workmen one used to enter into the contract and then he used to get the work done by engaging other concerned workmen who all used to be paid by him. It is also pertinent to take note of the two other documents of the management which are Exts. M-55 and M-74. Ext. M-55 is the certificate issued by the aforesaid Ramdeo Prasad who has put down his signature thereon and under his signature he has mentioned "contractor". By way of the said document he has certified that the workers employed by him under job contract are being paid wages as per Minimum Wages Act of the Government. Ext. M-74 is a copy of letter sent by aforesaid Ramdeo Prasad to Finance-cum-Accounts Officer, ONGC, Patna whereby also he has certified that he makes payment to the labourers in terms of Minimum Wages as prescribed. These two documents, as such, further go to show the nature of engagement as mentioned above which is inconformity with the management's stand. Significantly, the authenticity and genuineness of all the aforesaid documents filed on behalf of the management have not been challenged in course of the proceedings rather, as seen above, the authenticity of some of the documents has been accepted by one of the concerned workman who has been examined as WW-2 and who has identified and proved his signatures over some of those documents in the capacity of being a contractor.

11. On the other hand, while making discussions upon the documents filed on behalf of the concerned workman, as noticed above, it has already been found that as far as the nature of engagement being contractual or through contractor is concerned the same is quite apparent out of those document. However, if those documents are gone through once again it becomes apparent that Ext. W-1 series are different work orders of job contract mostly in the name of Ramdeo Prasad and Shekhar Kr. Singh. Ext. W-4 series are the job contract bills again mostly in the name of aforesaid Ramdeo Prasad and Shekhar Kr. Singh and from those it becomes clear that for the job done on the basis of contract lump sum amount used to be paid. Besides these documents Exts. W-5 and W-5/1 are documents to show that after passing of the bills payment used to be made through cheque and Ext M-6, M-6|1 and M-6|2 are the Pass Books either in the name of aforesaid Ramdeo Prasad, Shekhar Kr. Singh and one another.

As such, apart from the aforesaid documents filed on behalf of the management, even from the documents filed on behalf of the concerned workmen it becomes evidence that as and when the necessity arose for getting some specified job done the management of ONGC used to issue tender and invite quotation after which interesting parties used to furnish the quotations and upon the acceptance of the quotations agreement used to be entered into betweeen the two sides and the work order used to be issued. Further it becomes clear that after getting the work done within the specified period the contractors used to submit the bills and after passing of those bills payment used to be made through cheque which used to be cashed and credited to the account of those contractors in the Bank as those cheques admittedly used it be Account Payee cheque. The management on the basis of all those documents as also with the help of oral testimony quite obviously appeared to have succeeded in establishing the fact that during the relevant period when project was on in the aforesaid two places from time to time one out of the 20 concerned workmen used to enter into contract with the management for getting some work done for which he used to engage or hire the other concerned workmen and after getting payment for the work done he used to disburse the said amount by way of their salary or wages and likewise such type of contracts went on and whenever there used to be any tender one of these concerned workmen who happened to be for most of the time either Ramdeo Prasad or Shekhar Kr. Singh used to come forward and enter into agreement with the management and thereafter used to get the work done and receive the payments. There does not seem to be anything available on the record on the basis of which any different view can be taken or it can be observed that in fact there was direct relationship between the concerned workmen and the management. Though this plea has also been taken that the work of the concerned workmen used to be supervised by the authority of the management but for proving the said fact nothing has been brought on record. The most interesting thing which cannot go unnotice is that the plea of direct relationship of employer and employee has been raised even by those concerned workmen who projected themselves as contractors and submitted quotation from time to time and entered into agreement with the management for getting some of the works done within the specified period. They have also come forward claiming regularisation in the service of the management.

12. By taking the help of a circular or Office Order of the management dated 17-7-91 (Ext. W-3) which incidentally has been filed on behalf of the management also and the same is marked as Ext. M-2, it has been urged on behalf of the concerned workmen that even in terms of earlier decision of the management a contingent employee can be absorbed against the regular post provided they fulfil the certain criteria. It has also been submitted that as per the said Office Order it has been clearly specified that employment of contract labour should be resorted only for non-perennial one time job, such as, maintenance of specified item and civil work and the notification issued prohibiting certain nature of work from being carried out through contract labour has also been taken note of therein. On the basis of this it has been submitted that as the jobs taken from the concerned workmen were of perennial nature the management not only violated the said notification rather resorted to unfair labour practice also. Having gone through the said order it appears that the contingent employees have been classified as casual| temporary only and there is no mention about those engagement by a| contractor or through a contractor. As such, in view of the finding arrived at above the concerned workmen cannot come within the fold of contingent employees as classified or defined in the said Office Order. As far as the ground taken with regard to contract labour or job contract as mentioned in the said order is concerned it cannot be inferred out of that that if at all any work of perennial

nature is being taken from a particular workman then he has got to be regularised, secondly it has referred about a notification and has mentioned for guidance that the perennial nature of work should not be taken through contract labour or job contract and it has specified the non-perennial one time job as repair and maintenance of specified item and civil works. In the contract orders, quotations and bills produced on behalf of the parties the job descriptions are there and from those descriptions it is difficult to gather that those can be taken to be the work of perennial nature. It has not been specified from the side of the workman as to how those works can be taken to be of permanent or perennial nature. However, in any view of the matter even for the time being it is taken that those jobs were of perennial nature merely by that it cannot be said that right to be regularised accrued to the concerned workmen.

Besides the above the concept of regularisation has undergone remarkable change particularly in view of coming into existence of recent decision of Hon'ble Supreme Court which incidentally has not only quashed or set aside the said notification of the year 1976 rather has over-ruled the earlier leading decision of Hon'ble Supreme Court delivered in Air India Statutory Corporation etc. Vs. United Labour Union. In that case reported in 2001 Supreme Court Cases (LAS) 1121 (Steel Authority of India Ltd. Vs. National Union Waterfront Workers & Ors.) in has been held that Section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 does not postulate automatic absorption or regularisation of a workman. The Hon'ble Supreme Court has also given certain guidelines in case of contract labour and at one place has observed that if the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have been treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose. As such, concept of automatic absorption is no more there rather the entire aspects are required to be examined for coming to the conclusion whether the contract was mere a camouflage or the genuine one and in fact where there was relationship between the two sides. In the instant case, as it has already been discussed above, there does not seem to be any difficulty in arriving to the conclusion that there was no relationship of employer and employees between the concerned workmen and the management, rather they can only be treated to be either contractors themselves as in the case of few concerned workmen or the workmen of the contractor and consequently the system of contract as was prevalent or presence of the contractors cannot be taken to be mere camouflage.

13. It has also been urged on behalf of the workmen that Sections 7 and 12 of the Contract Labour (Regulation & Abolition) Act, 1970 have been violated as it has been admitted by the management's witness that there was no licence issued to the contractor and there was no contractor's registration. As such, according to the submission, since no registration certificate either by the principal employer or by so-called contractors have been submitted, the concerned workmen dubbed to have been employed by the so-called contractors are to be legally treated as workmen of the management and not of contractors and they are entitled to be regularised. In this regard I may refer a decision of Hon'ble Supreme Court reported in 1992 Lab. I. C. 75 (Dena Nath & Ors. Vs. National Fertilizer Ltd.) wherein it has been clearly held that on account of non-compliance with the provision of registration or licence the only consequence is exposure either of the management or the contractor to prosecution under Sections 23 and 25 of the said Act and just because of such non-compliance the contract labour employed does not become direct employee of the principal employer. As such, in view of this decision no further discussion is required upon the aforesaid aspect.

14. On the other hand, from the side of the management it has been vehemently urged that the drilling project of ONGC is being carried out all India and wherever it is noticed that there is protential of hydro carbon and the drilling is being done from one place to other. It has further been submitted that when the project goes on at one place apart from taking regular work from the regular or permanent employees sometimes for some other nature of works the contractors are being engaged after following all the procedures, such as, issuance of tenders etc. and those works are being done through the contractor by paying them the amount as fixed for the required job to be done. Those contractors engage or hire their own workmen for carrying out those works to whom they themselves pay their wages either day to day or monthly and with regard to which the management has got nothing to do. It has been submitted that no sooner the opertion is completed after winding up the project the management shifts the operation of the project for being carried out at some other place. Therefore, in this view of the matter also, according to submissions, when the project is admittedly winded up at the aforesaid two places the concerned workmen who, in fact, were the workmen of the contractors cannot claim their regularisation in the service of the management elsewhere. In support of the aforesaid contention the learned counsel appearing on behalf of the management has cited one decision of Hon'ble Supreme Court reported in AIR 1995 (SC) 1163. In the facts of that case a company on completion of work at one place winded up the work there and the workmen demanded absorption in other units. It was held that unit at one place were distinct establishments and once this is so the workmen of the said unit had no right to demand absorption in other units on the particular unit completing their job. The another decision which has been relied upon is reported in AIR 1997 (SC) 1445. In the fact of that case some employees were engaged temporarily in a particular project of the Government. The said project was closed but those workmen claimed regularisation in the project of the Government at other place or elsewhere. It was held that no vested right is created to any temporary employees and they have to go along with closure of the project and any direction to regularise them or continue them to other place would amount to creating of posts and continuing them despite non-availability of works. In short, I find much substance in the aforesaid submissions advanced on behalf of the management supported by the aforesaid two authorities.

15. Much stress has been made from the side of the concerned workmen upon documents marked Ext.

W-2 series which are the certificates said to have been granted by one Kameshwar Singh, Executive Engineer (Electrical), O.N.G.C. Gandak Deep Drilling Project, Kadmaha. It has been urged that in those certificates the concerned official of the management has acknowledged the fact as regards long working of the concerned workmen in the concerned project of the management to the full satisfaction of all those concerned. Upon this, the submission from the side of the management is that those certificates are just procured one and if all the same can be taken to be genuine the concerned officer who issued those certificates had no authority to issue the same and if any such certificate has been issued the same cannot have any binding effect so far as the management is concerned. It has also been submitted that when the said matter came to the notice of the management, the management had taken necessary action against the said officer. Significantly one letter dated 6-12-1995 has been filed and exhibited as Ext. M-1 on behalf of the management. The said letter is addressed to the aforesaid Kameshwar Singh and is under the signature of the Project Co-Ordinator, ONGC, GDDP, Patna. By that explanation has been sought from the said Kameshwar Singh as to under what authority and circumstances he had provided the certificates to the persons of out side agency. It is mentioned therein that further action would be taken pursuant to receipt of explanation. Though no any other document in that regard has been filed but in course of the argument it has been submitted that after having received the explanation furnished by the said authority the same was not found satisfactory and ultimately the management had taken suitable action against the said official for the conduct shown by him in the aforesaid regard. Apart from the aforesaid, developments, even if those certificates are taken to be issued by a competent authority even then merely on that basis nothing can be inferred conclusively in favour of the concerned workmen particularly in view of the findings arrived at above on the relevant expects involved.

16. Lastly I may refer do one more aspect raised from the side of the management regarding maintainability of the instant reference. It has been urged that the present dispute being the dispute with respect to regularisation of the concerned workmen, the same ought to have been raised and the present reference ought to have been at the instance of the union and not directly by the concerned workmen, as such nature of dispute does not come within the purview of Section 2A of the Industrial Disputes Act. There appears to be force in such contention advanced on behalf of the management, but in view of the findings already arrived at, as above, I consider it needless to make discussions and to come to a conclusive finding upon the aforesaid question as well in regard to the maintainability of the present reference.

17. Thus, in view of the aforesaid considerations, and discussions made on the basis of the materials on record it is finally concluded that the stands taken on behalf of the concerned workman remained unestabblished that there was any relationship of employers and employees between the concerned workmen and the management. At such they cannot be said to have been retrenched and when there was no retrenchment no question arises of any violation of any of the relevant provisions of the Industrial Disputes Act. Consequently it has to be held that the demand of the concerned workmen for regularisation by the management of O.N.G.C. is not justified.

18. The award is thus rendered as hereunder :—

The demand of Shekhar Kumar Singh and 19 other workmen (as per list enclosed with the order of reference) for regularisation by the management of ONGC, Gandak Deep Drilling Project, Patna, is not justified and they are not entitled to any relief whatsoever.

In the circumstances of the case there would, however, be no order as to cost.

S. H. KAZMI, Presiding Officer.

नई दिल्ली, 12 अप्रैल, 2002

का. आ. 1511.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. एल. गोधुर को. के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, धनबाद के पंचाट (संदर्भ संख्या 82/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2002 को प्राप्त हुआ था ।

[सं. एल-20012/49/88-डी (III) (ए)/आई. आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 12th April, 2002

S.O. 1511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/1991) of the Central Government Industrial Tribunal-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL of Godhur Colliery and their workman, which was received by the Central Government on 10-4-2002.

[No. L-20012/49/88-D.-III(A)/IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d), (2A) of the Industrial Disputes Act, 1947

Reference No. 82 of 1991

PARTIES :

Employers in relation to the management of Godhur Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi, Presiding Officer.

APPEARANCES :

For the Employers : Shri B. M. Prasad, Advocate.

For the Workmen: Shri S. N. Goswami, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, 3rd April, 2002

AWARD

By Order No. L-20012(49)/88-D-III(A)/IR (Coal-I) dated 27-8-1991 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand of the Bihar Colliery Kamgar Union that the date of birth of Smt. Allahadi Kamin, Crusher Mazdoor of Godhur Colliery of M/s. Bharat Coking Coal Ltd he corrected as 16-7-1937 on the basis of the entries in the Identity Card No. 56040 is justified ? If so, to what relief is the workman entitled ?"

2. Precisely, the case of the sponsoring union is that the concerned female worker, Smt. Allahadi Kamin was a permanent employee of Godhur Colliery, Kusunda Area No. VI of M/s. B.C.C. Ltd, and was working as crusher mazdoor. Her date of birth was recorded as 16-7-1937 at serial No. 779 in Form 'B' register and the same entry was in the Identity Card and C.M.P.F. account also. It as been said that prior to nationalisation of coal mines the concerned worker was employed as crusher mazdoor since 16-10-1963 by erstwhile owner of the colliery. It is said that the management of Godhur Colliery retired her from service w.e.f. 16-7-1987 without relying upon the relevant records wherein her date of birth was clearly mentioned as 16-7-1937. As such, it is said, pre-matured retirement of the concerned workman is illegal, coercive and further amounts to wrongful termination. Further the case is that the management of Godhur Colliery made over subsequent Form 'B' register after nationalisation of the coal mines and without information and knowledge of the person concerned made over-writing in the date of birth as 16-7-1927 in place of 16-7-1937. It has been said that any entry made subsequently either capriciously or without due care or mechanically or not in accordance with prescribed procedure either express or implied and without knowledge of the concerned employee, will not in the eye of law be an entry as contemplated in clause 37.4(V) of the Standing Orders of M/s. B.C.C. Ltd. As the actual date of birth of the concerned workman is 16-7-1937, it is said, she is legally entitled to continue in serivce till the actual date of attainment of age of 60 years of superannuation i.e. till 16-7-97. The action of the management as such has been described as bad and illegal.

3. The management, on the other hand, has come out with the case as disclosed in its written statement that the date of birth of the concerned workman as recorded in statutory register i.e. Form 'B' Register is 16-7-1927 under serial No. 657 and her date of employment as entered in column 8 is 16-8-1963. At the end and in column 11 of the said register, it is said, thumb impression of the concerned workman in token of its genuineness and authenticity is also appended therein. Further the case is that all other registers are being maintained on the basis of Form 'B' register for convenience sake and for no other purposes. If something is entered therein in contradiction of Form 'B' register, all those might have been manipulated by any one and have no authenticity in itself. It has been denied that the concerned workman has been superannuated without relying upon the relevant record and as such illegally. Further, it has been said that the question of wrongful termination does not arise as the concerned workman was superannuated on the basis of entry in Form 'B' register maintained under the relevant Act and Rules wherein clearly her date of birth has been mentioned as 16th July, 1927 and not 16-7-1937 as alleged. No sooner she attained the age of superannuation, after issuance of prior notice she was superannuated on 16-7-1987 so there was nothing wrong with such action taken. The demand of the sponsoring union as such, according to the management, has no legs to stand.

4. Before proceeding further it is relevant to point out that during the pendency of the instant reference the concerned female worker died sometime in the year 1996 and thereafter upon substitution petition being filed her son was allowed to be substituted in her place.

5. As per the term of reference it has got to be decided as to how far the demand with respect to correction of age on the basis of relevant entry in the Identity Card, can be said to be justified. It is not in dispute that the entry made in Identity Card is always based on the entries in the service record or Form 'B' register. It is further not in dispute that Form 'B' register is a statutory register maintained under the Mines Act and Rules and the entries made therein are taken to be conclusive for all practical purposes particularly with respect to the date of birth of a particular workman.

Now the argument from the side of the sponsoring union is that the concerned workman was superannuated w.e.f. 16-7-1987 without relying upon the necessary records, such as, Form 'B' register, Identity Card Register and C.M.P.F. register wherein her date of birth is mentioned as 16-3-1937. Further the submission is that the management made over a subsequent Form 'B' Register after nationalisation of the coal mines and without information or knowledge of the person concerned and by over-writing entered the date of birth as 16-7-1927 in place of 16-6-1937 and thereafter created discrepancies.

The management, on the other hand, denies those allegtion and its argument is that the concerned workman was superannuated on the basis of entry in Form 'B' register and if the Identity Card which is prepared on the basis of Form 'B' register mentions something which is not in accordance with the entries

in Form 'B' register then the authenticity of Identity Card becomes doubtful and the relevant entry made in that can legitimately be construed as "interpolation" being done.

6. Significantly the concerned lady worker has not been examined by the sponsoring union, despite the fact that she was very much alike at the time when the evidence in the instant reference was taken-up. However, the union examined one witness (WW-1) who claimed himself to be the Branch President of the sponsoring union. He proved the Identity Card of the concerned workman (Ext. W-1) wherein, according to him, the date of birth of the concerned workman has been mentioned as 16-7-1937. He has further said that the Identity Card is prepared on the basis of the entries in Form 'B' register. He has also identified and proved photo copy of the relevant entry relating to the concerned workman in Form 'B' Register (Ext. W-2) which, according to him, has not been produced despite requisition by the union. He has further said that according to this document the concerned lady should have been superannuated on 16th July, 1997 but the company retired her on 16-7-1987. During his cross-examination when he was confronted with copy of the Form 'B' Register (Ext. M-2) produced from the side of the management he identified the same and stated that the name of the concerned workman, the name of her husband, date of birth and L.T.I. alongwith date of appointment and address were mentioned therein. He has expressed his ignorance by saying that he does not know if the Form 'B' Register maintained by the ex-colliery owner was handed over to M/s. B.C.C. Ltd. He has further said that he does not know even till the date of his deposition if ex-colliery owner has handed over Form 'B' register and other registers to M|s. B.C.C. Ltd.

Out of two witnesses examined on behalf of the management MW-1 is a Personnel Manager of the concerned colliery. He has given the particulars as mentioned in Form 'B' register relating to the concerned lady. He has further said that it is not correct that the entry made in Identity Card Register is correct one. He has also proved the notice given to the concerned lady prior to her retirement, marked Ext. M-1. According to him, she was retired from service on attaining the age of superannuation which was valid and proper. MW-2 is yet another Personnel Manager of the concerned colliery who has proved the original Form 'B' register, marked Ext. M-2. According to him, the said document is statutory register which is maintained as per Mines Rules and therein the date of birth of the concerned workman has been mentioned as 16-7-1927. In his cross-examination he has said that he cannot say if the erstwhile colliery owners were maintaining Form 'B' Register and further, according to him, he has not came across any other Form 'B' Register being maintained by the erstwhile owner in which her name appears at serial No. 709 with her photograph. He has denied the suggestion that he and others were concealing that register only because the date of birth in that register is 16-7-1937. Further he denied the suggestion that the concerned lady was superannuated illegally and before attaining the age of superannuation.

7 As it is seen, much emphasis is upon the Identity Card, but having gone through the same it appears that the entries made therein are quite obviously in different ink and in different pen. The writing in which the column meant for date of birth is filled up is not in the same as it appears elsewhere apart from difference in ink. When the attention of the witness of the union (WW-1) was drawn towards those apparent discrepancies he has accepted the same by saying that there is difference in ink and in writing in the Identity Card (Ext. W-1). He thereafter further proceeded to state that it is a fact that there is some difference in writing in column of date of birth with that of column regarding P.F. No. and other colunms. Although he seems to have denied the suggestion that the interpolation has been made in the entry regarding date of birth in the Identity Card in order to justify the claim. So, the document produced is such over which it would not be safe to place much reliance, particularly when the genuineness of the same stands seriously challenged in view of the fact that the date of birth mentioned therein is not in conformity with the date as mentioned in Form 'B' register.

A photo copy of relevant entry of Form 'B' Register has been produced (Ext. W-2) which, according to the union, is the original Form 'B' Register. It is not disclosed anywhere as to how the copy of the said register was procured when the management is denying the existence of any such register in its possession other than the Form 'B' Register which it has produced (Ext. M-1). MW-2 has very clearly stated during his evidence that he has not come across any such register being maintained by the erstwhile owner. MW-1 has also said that he does not know whether erstwhile management had handed over Form 'B' Register or not at the time of nationalisation. In such situation it is difficult to make reliance upon the said photo copy of Form 'B' (Ext. W-2). On the other hand, on the very face of it the original Form 'B' Register produced by the management (Ext. M-2) appears to be genuine and authentic. There does not appear to be any discrepancy whatsoever in the date of birth written therein. Neither there is any cutting nor there is any over-writing as alleged. It bears the thumb impression of the concerned lady also which significantly has not been challenged, rather the argument advanced in that regard is that being an illiterate lady she was not knowing the contents thereof.

So far as C.M.P.F. Register is concerned it is well known that the same is being maintained in the office of C.M.P.F. itself and the management has got nothing to do as far as the maintenance of the same is concerned. At no point of time during the proceeding any request or prayer was made from the side of the union for making the same available from the office of C.M.P.F. The copy of the same was also not produced by the union. So in such circumstances it is not possible to observe in favour of the concerned workman that the date of birth mentioned in C.M.P.F. register or Form 'A' is the same as it stands mentioned in Identity Card (Ext. W-1).

8. In view of all that has been observed or discussed above the demand of the sponsoring union does not appear to have any substance or merit and as such no relief as prayed for can be granted.

9. The award is thus rendered as hereunder :

The demand of the Bihar Colliery Kamgar Union that the date of birth of Smt. Allahadi Kamin, Crusher

Mazdoor of M/s. B.C.C. Ltd. be corrected as 16-7-1937 on the basis of the entries in Identity Card No. 56040 is not justified and the concerned workman is not entitled to any relief.

However, there would be no order as to cost.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का. आ. 1512—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इण्डिया के प्रबंधतत्र के संबद्ध नियोजकों ओर उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 10/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2002 को प्राप्त हुआ था ।

[सं. एल-17011/9/2000-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the annexure in the Industrial Dispute beteween the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 4-4-2002.

[No. L-17011/9/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT :

Rudresh Kumar, Presiding Officer.

I.D. No. 10/2001

Ref. No. L-17011/9/2000/IR(B-II) dated 10-1-2001

BETWEEN

The General Secretary, Aligarh Division Insurance Employees Association, C/o LIC of India, 573

Ramghat Road, Aligarh, (U.P.) 202001

AND

LIC of India, The Senior Manager, LIC of India. Head Office Laxmi Bhawan, 573, Ramghat Road, Aligarh (U.P.) 202001

AWARD

By order No. L-17011/9/2000/IR(B-II) dated 10-1-2001, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Section 2A of I.D. Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Aligarh Division Insurance Employees Association, Aligarh and the Senior Manager, LIC of India, Aligarh for adjudication.

The reference under adjudication is as under :

"Whether the action of management of LIC of India in not regularising Smt. Barfee Devi, Smt. Susheela Devi, Shri Mahesh Kumar, Shri Anil Kumar and Shri Rakesh Kumar from the date of their appointment and not giving wages on par with permanent employee is legal and justified? If not, what relief the concerned workmen are entitled to?".

2. The representative union, namely: Aligarh Division Insurance Employees Association through its General Secretary espousing common cause of Smt. Barfee Devi, Smt. Susheela Devi, Mahesh Kumar, Anil Kumar and Rakesh Kumar raised present industrial dispute under Section 12 of the I.D. Act, before the Asstt. Labour Commissioner (C), who on getting failed to concile the parties preferred a 'Failure Report', on which the reference as aforementioned was made over for adjudication. It is stated that the representative union is a registered trade union in Aligarh Division of the Corporation and so, is entitled to espouse causes of the workmen named above. Amongst the 5 workmen, all part-time Sweepers, Smt. Barfee Devi was appointed w.e.f. 1-5-88 at branch office at Dibai, Smt. Susheela Devi w.e.f. 1-7-90 at branch office No. 01, Mathura, Mahesh Kumar w.e.f. 1-5-91 at branch office No. 2, Mathura, Anil Kumar w.e.f. 1-5-94 at branch Sikandrarao and Rakesh Kumar w.e.f. 1-6-96 branch office CAB, Aligarh, Mahesh Kumar resigned from the service w.e.f. 15-11-99 and so no longer in the services of the Life Insurance Corporation of India.

3. It is contended that all the workmen were fully qualified to the post of a part-time Sweeper. During their respective tenure with the Life Insurance Corporation of India, worked satisfactorily and there was no occasion to question their devotion to duties, honesty and deligent performances. The Corporation has not prescribed minimum educational qualification for the post of Sweeper as yet, by way of statutory rules or regulations. Though, it was obligatory for the Life Insurance Corporation of India management to treat these workmen at par with the regular/permanent sweepers as per constitutional mandate and to provide them benefits of admissible allowances, uniform, leave encashment, earned leave, pension, gratuity, EPF/CPF, annual increments and further wage revision from time to time but the management of Life Insurance Corporation of India acted illegally in denying them their due entitlements. They were appointed in interest of the work of the Corporation many years back and are working continuously and the management also enhanced period of their work but pre-

ferred not to issue letter of regularisation|confirmation. The nature of work i.e. cleaning and sweeping of the office was|is of continuous nature as the functioning of the offices start only after cleaning and sweeping work. In fact, the workmen are required to keep themself busy whole day though being paid part-time wages. Further, the nature of work do not require any educational qualification but proficiency in the work of cleaning and sweeping. Being satisfied with the performance of the workmen, they were appointed and their working hours enhanced but the management illegally denied their regularisation|confirmation on artificial pleas i.e. irregular selection and lack of educational qualifications. These averments are also not correct as except two ladies workmen all fulfill criteria of educational qualifications.

4. The management has not disputed working of the workmen as part-time Sweepers and has also admitted that Mahesh Kumar resigned w.e.f. 15-11-99. The central issue is as whether admitted appointments of the workmen years back, can be negated on plea of their names not forwarded through the Employment Exchange and was there any education qualification prescribed for the post of the part time sweepers and further departmental instructions in this regard, if there any can be taken as rules and regulation to vitiate their existing appointments?

5. Both the parties have relied on oral and documentary evidence. The representative union has relied on affidavits of Narendra Kumar Pachauri, General Secretary of the union, besides Anil Kumar and Rakesh Kumar. The management has relied on affidavit of Mr. S. D. Nagar, Manager (P&IR)/L&HPF) in Division Office of Life Insurance Corporation of India, Aligarh. A number of documents, mostly departmental circulars have been filed by the parties to butress their respective claims and defence.

6. The management has raised a technical objection as to maintainability of the present reference in light of the decision of the Apex Court in A. V. Nachana and others Vs. Union of India reported in AIR 1982 (SC) page 1126 which held that in respect of matters covered by rules, the provisions of Industrial Dispute Act, or any other law will not be operative. No material has been placed to show that educational qualification, for the post of part-time sweeper, was prescribed either by the Central Government exercising rule making powers under section 48 of the Life Insurance Corporation of India Act, or the Life Insurance Corporation of India in its service Regulations, notified under section 49 of the said Act. If some executive instructions were issued by the Head Office for guidance and compliance of the subordinate offices, such instructions can not be equated as 'rules' or 'regulations' framed under section 48 or 49 of the Life Insurance Corporation of India Act. So, in absence of materials as observed above the case law relied by the management is not applicable.

7. In this regard reference of para 12 of the circular issued by the Chief (Personal) to Zonal Managers dated 15th June 1987|18th July 1987 is relevant. This circular is specific and deals with "Part-time workmen". Para 12 of the circular reads as follow:

12. Application of Staff Regulations:

"Our staff Regulations can not be made applicable to the part-time workmen until they are suitably amended."

8. Thus, it is evident on perusal of the said circular that Staff Regulations were not applicable in the service matters relating to Part-time workmen, unless amendmens were made. Nothing is placed to show that Staff Regulations were amended or the circular was substituted by another one. In the said circumstances, it can be held that educational qualification for the posts of sweepers were not prescribed by rules and regulations.

9. However, the management in para 13 of the written statement has stated that minimum educational qualification for the posts of part-time sweepers were prescribed, by Life Insurance Corporation of India. Recruitment of Class III and IV Staff Instructions, 1993, dated 25-2-93. These instructions were not retrospective hence may guide recruitments subsequent to 25-2-93. In the present case, Smt. Barfee Devi was appointed w.e.f. 1-5-88 and Smt. Susheela Devi w.e.f. 1-7-90. The guidelines of these instructions are not applicable in their cases as they were appointed much before issuance of the circular. Viewed so, both the above named workmen were qualified to be recruited and appointed on the date of their respective appointments, and in consequence of their appointments are legally entitled to held the posts. Even procedure of recruitments were not available on their respective dates of appointment and so their appointments can not be wronged legally and they have to be treated legally appointed as part-time sweepers.

10. Three other workmen were appointed in the years 1994 and 1996, admittedly, possessed educational qualifications prescribed by recruitment instructions dated 25-2-93 and so, do not suffer lacking in eligibility educational qualifications. The management failed to produce evidence that they were recruited against the prescribed procedures. There is nothing on record to show that the management initiated disciplinary actions against the officers who overlooked the procedures and appointed them. The management, at this belated stage, is estopped to plead that their recruitment or appoinmens were bad in law. It is noteworthy that the management had not initiated any action to terminate their services till now and they are continuing in service. All the workmen have worked for more than five years continuously without any complaint against them and are also fully qualified so, their appointments can not be faulted.

11. Though, it was faintely argued that the post of part-time sweepers are not sanctioned at the branches where these workmen are working. There is nothing to explain as how these workmen were allowed to continue for years on the posts of part-time sweepers in absence of posts or needs. It can not be assumed that the management of Life Insurance Corporation of India was not conscious about needs of sweeping and cleaning of the offices of its branches

regularly and further that the workmen were appointed and continued to work for years as part-time sweepers without there being sanctioned posts of part time sweepers. The Division Bench of the Allahabad High Court in Civil Misc. Writ Petition 14745/89 decided on 20-12-89 in between Smt. Rani Srivastava Vs State of U.P. and others reported in 1990 (5) EELR 379 (Alld) supports the case of workmen. It was held that in the case of irregular appointments, the services continuing for 5 years, no objection to validity of appointments raised either by the management or by the approving authority and the workmen treated their services as temporary and decision taken by the management, the authorities are estopped to raise the plea of services being illegal. The principles laid down in the said case fully applied in the present case. The Apex Court in Writ Petition No. 100/89 decided on 15-12-89 Bhagwati Prasad etc. Vs Delhi State Mineral Development Corporation reported in 90(5) EELR page 381, held that appointment as daily wage worker having gained practical experience for considerable length of time cannot be denied for lack of educational qualification. Except two of the workmen, all, were eligible having educational qualification. The lady workmen were also qualified as no educational qualifications were prescribed at the date of their respective appointments. All of them are continuing for years and had gained practical experiences and so their appointment cannot be faulted on sole plea that their names were not received from the Employment Exchange.

12. Accordingly, in view of the discussions held above, the appointment of all of the five workmen are held valid. The management has admitted that they were paid for two hours per day but this period of work was revised subsequently and enhanced to three hours per day. This further corroborate that the management accepted legality of their appointment at the time of enhancing working hours.

13. The question arise as from what dates these workmen should be treated regular and are entitled to wages at par with the permanent employees?

14. Earlier discussions show that with efflux of time the management estopped to question validity of the appointments. However, it will not be appropriate to treat the workmen regular from the dates of their appointment. It would be appropriate if they are treated regular after five years of their respective appointments for purposes of service benefits including wages and allowances.

15. As such, the award is as under:

(i) The action of the management is not legal and justified in not treating the five workmen duly appointed from their respective dates of appointment;

(ii) the workmen are entitled to be treated regular after expiry of five years from their respective dates of appointment; and

(iii) the workmen are also entitled to wages and allowances and other service benefits admissible at par with the regular part time Sweepers, treating them regular as (ii) above.

LUCKNOW.

27-3-2002.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली 10 अप्रैल, 2002

का. आ. 1513—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. आफ इंडिया के प्रबन्धतंत्र के सबध नियोजकों और उनके कर्मकारों के बीच, अनुबंध मे निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 102/98) को प्रकाशित करती है, जो केंद्रीय सरकार को 4-4-2002 को प्राप्त हुआ था ।

[सं. एल-17012/11/97–आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 102/98) of the Central Government Industrial Tribunal cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 04-04-2002.

[No. L-17012/11/97–IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R. P. PANDEY,

PRESIDING OFFICER,

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 102 of 1998

In the matter of dispute between

Kumari Seema Rani
Through General Secretary,
Central Zone Life Insurance Employees Assn.,
70-D, Shyam Nagar, Kanpur—208 013.

AND

The Senior Divisional Manager,
LIC of India,
Divisional Office,
Sanjai Palace,
Agra.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-17012/11/97-IR (B-II) dated 29-6-98 has referred the following dispute for adjudication to this tribunal:

> Whether the action of the management of LIC of India in terminating the services of Kumari Seema Rani with effect from 28-4-96 is legal and justified? If not, to what relief the workman is entitled?

2. On behalf of the workman statement of claim has been filed with allegations that the concerned workman worked in the city branch office No. 2 and 6 of LIC at Agra as temporary assistant for a total period of 280 days from 7-8-95 to 27-4-96. The name of the concerned workman was called from employment exchange and after test and interview the concerned workman was selected for the post of Assistant. It has been alleged that after attaining sufficient knowledge and experience of the post of Assistant the concerned workman was thrown out of job arbitrarily and illegally by the management. The concerned workman worked for 280 days and became entitled to get protection of the provisions of Section 25F and 25H of the Industrial Disputes Act. Hence termination of the concerned workman from the service is illegal and mala fide. It has been alleged that the concerned workman was entitled to get benefit of privilege leave and casual leave as per LIC circular dated 3-4-89 and if the credit of privilege leave and casual leave is given, her working days come to 280 days. On the basis of these allegations it has been prayed that the concerned workman may be reinstated in service with full back wages.

3. The management has filed written statement with contention that it is correct that the name of the concerned workman was called from employment exchange and as per departmental instructions she was selected as temporary assistant and temporary appointment was given to her from time to time as and when her services are required by the corporation in three different branches at Agra. She worked for 53 days in city branch office No. 6, Agra, for 95 days in District Branch Office, Agra and for 38 days in City Branch Office No. 2, Agra. Thus the total number of working days during three terms of employment came to 146 days only. It has been alleged that it is wrong to say that she had worked for 280 days or for more than 240 days. It has been alleged that her name was called from employment exchange for temporary appointment on the post of assistant for a limited period and she was selected in the interview for the post. It has been alleged that she was appointed purely on temporary post each time in different branches for fixed period and her employment automatically came to an end after expiry of term of employment. The management denied that she continuously worked for one year on or before termination of her services hence she is not entitled to get protection of the provisions of Industrial Disputes Act. It has been alleged that leave due to her during the course of employment lapsed on the date of termination of her service. Hence the same could not be added to her working days. It has been alleged that her appointment was made strictly in accordance with instructions contained in LIC of India (Employment of Temporary Staff) Instructions 1993 and there had never been any deviation from these instructions. It has been alleged that her temporary employment did not confer her any right to be absorbed in the regular service of the corporation. It has been alleged that the reference made to this tribunal may be decided in favour of the management.

4. The workman has filed rejoinder in which the facts alleged in the statement of claim have been reiterated.

5. The workman examined herself as W.W.-1 and filed 11 documents marked Ext. W.1 to W.11 in support of her case. The management examined Sri Hansraj Botla as M.W.1 and filed 21 documents in support of its case marked Ext. M.1 to M.21.

6. Although this case was consolidated with other six cases for the purposes of recording evidence of management but this case as well as other connected cases are being disposed off separately as they are based on different facts.

7. I have heard the authorised representative for both the parties and have gone through the record of the case.

8. The authorised representative for the workman has argued that Kumari Seema Rani had worked for 280 days hence she was entitled to get protection of the provisions of Section 25F of the Act. After going through the record of the case I do not find any force in this contention. In examination in chief workman stated that she worked for 280 days from 7-8-95 to 27-4-96, but in her cross examination she admitted that first appointment letter dated 1-8-95 was given to her for 60 days and the term of that sixty days expired on 5-10-95. She accepted that second letter dated 1-10-95 was given to her for 60 days and that period expired on 8-12-95. She further admitted that third appointment letter dated 16-3-96 for thirty days was given to her and she joined her service on 21-3-96 and thereafter 23-4-96 she was given extension for 8 day which expired on 27-4-96. She clearly admitted that her attendance was marked during period when she worked in the different branches of LIC at Agra

From the documentary evidence on the record filed and admitted by the parties it is established beyond doubt that she worked only for 146 days and her attendance is also marked in the attendance register for those days only. I am therefore, inclined to believe the case of the management that she worked only for 146 days and not 280 days as alleged by her in the statement of claim. As she did not work for more than 240 days during one preceding year from the date of termination of her service she was not entitled to get protection of the provisions of Section 25F of I.D. Act.

9. The authorised representative for the workman has argued that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to his actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that that circular has been issued in connection with the implementation of the terms of compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

10. The authorised representative for the management has argued that the concerned workman was appointed as temporary assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions, 1993 for a limited period, her term of appointment came to an end after expiry of the term of her last extension in service and her cessation of service with effect from 28-4-96 did not come within the definition of retrenchment as given under Section 2(oo) of the Industrial Disputes Act, because her appointment came within the exception as provided under section 2(oo)(bb) of the I.D. Act. The provisions of clause (bb) of Section 2(oo) of I.D. Act are exception to the definition of retrenchment. In other words termination of service as mentioned in clause (bb) does not come within the definition of retrenchment. The provisions of clause (bb) of Section 2(oo) of the Act are as follows :

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.

11. From the aforesaid provisions of clause (bb) of Section 2(oo) of the I.D. Act it is evident that termination of service of a workman as a result of non-renewal of contract of employment between the employer and workman concerned or on expiry of such contract being terminated under stipulation in that behalf contained there in does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end on 27-4-96 according to the terms and conditions mentioned in her last order of extension of service and the term of contract of the employment was not renewed after 27-4-96 hence her case was squarely covered by the exception clause of Section 2(oo) of the Act. As termination of her service was by efflux of time as contained in the last letter of extension of her service, her termination of service could not be held to be a retrenchment as defined under Section 2(oo) of the Act. The provisions of Section 25F of the I.D. Act are to be complied with in the cases of retrenchment of workman hence non-compliance with provisions of Section 25F of the Act in this case is of no consequence and the concerned workman is not entitled to protection of provision of Section 25F of Industrial Disputes Act.

12. In a similar case of Ramesh Prasad versus Registrar, U.P. Cooperative Society, Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under :

> The application under Section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of Section 6N of the U.P. Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

11. The aforesaid case related to the provisions of U.P. Industrial Disputes Act, whose provisions are similar to the provisions of the I.D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

12. The authorised representative for the management has drawn my attention towards judgment passed in Birla VXL Ltd. versus State of Punjab and others, 1999 (I) LLJ page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under :

> The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear

terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

13. The law laid down in the case cited above also applies to the facts of this case.

14. The authorised representative for the workman has argued that provisions of Section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breach of provisions of Section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act, hence provisions of Section 25H of the Act also did not apply in her case. Secondly, there is no reliable evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of Section 25H of the Act shall not apply to this case also because Section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

15. The representative for the workman has relied on some rulings/judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

16. The authorised representative for the workman has argued that the appointment of the workman made on the post of temporary Assistant for limited period was malafide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistants was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the interview letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to her from time to time cannot be held to be malafide and arbitrary as such appointments and extension were given according to the need of different branch offices of LIC at Agra.

17. In view of findings recorded above, I hold that the termination of services of Km. Seema Rani with effect from 28-4-96 was not illegal and unjustified and the concerned workman is not entitled to get any relief in pursuance of the reference made to this Tribunal.

18. The reference is answered accordingly against the workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1514—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 103/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-04-2002 को प्राप्त हुआ था।

[सं. एल-17012/12/97-आई.आर. (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1514.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award; (Ref. No. 103/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 4-4-2002.

[No. L-17012/12/97-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R.P. PANDEY PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 103/98

In the matter of dispute between—

Km. Sarita Yadav
Through General Secretary
Central Zone National Life Insurance Employees Association 70-D, Sham, Nagar, Kanpur

And

Sr. Divisional Manager
Life Insurance Corporation of India
Divisional Office
Sanjay Palace
Agra

AWARD

1. Central Government, Ministry of Labour New Delhi, vide its notification no. L-17012/012/97-IR (B-II) dated 29-6-98 has referred the following dispute for adjudication to this Tribunal—

"Whether the action of the management of Life Insurance Corporation of India in terminating the services of Kumari Sarita Yadav, with effect from 10-03-96 is legal and justified. If not to what relief the said workman is entitled?"

2. On behalf of the workman statement of claim has been filed with allegations that Kumari Sarita Yadav worked in District Branch office No. 1 Agra of LIC for a total period of 263 days from 7-7-95 to 9-3-96 as Assistant. Her name was called from employment exchange and after test and interview she was selected and was given appointment for that post. When she had attained sufficient knowledge and experience of the post of temporary assistant she was thrown out of job arbitrarily and in illegal manner. As she had worked for 263 days she became entitle to get benefits of section 25B, 25F and 25H of the Industrial Disputes Act and her removal from service with effect from 10-3-96 is illegal and malafide. As she was entitled to get benefits of privilege leave and casual leave as per LIC Circular dated 3-4-89 her working days automatically come to 263 days. The management of LIC Agra did not observe its instructions on Temporary Employee Recruitment Rules, 1993. As her termination was illegal she is entitled to be reinstated in service with full back wages. It has also been alleged that she was entitled to be absorbed in the service of LIC.

3. The management has filed written statement with contention that it is correct that the name of the concerned workman was called from employment exchange and as per departmental instructions she was selected as temporary assistant and temporary appointment was given to her from time to time. The concerned workman worked only for 231 days as per appointment letter and extension letters issued to the concerned workman. The management denied that the concerned workman worked for 263 days or for more than 240 days and was entitled to get benefit of the provisions of section 25F and 25H of the Industrial Disputes Act. It has been alleged that she was given temporary appointment for limited period and her service came to an end automatically after the term of her appointment finally expired and she was not entitled to get protection of section 25F and 25H of Industrial Disputes Act. It has been alleged that she had not worked for 240 days during the year preceding the date of termination of her service hence she was not entitled to get protection of section 25F of Industrial Disputes Act. It has been alleged that her appointment was purely temporary and that did not confer any right to the workman concerned of absorption in the service of the corporation. It has been alleged that her claim is liable to be rejected outrightly and the reference is liable to be decided in favour of the management.

4. On behalf of the workman rejoinder has been filed in which she has reiterated the facts alleged in the statement of claim. It has been alleged that her termination from service was illegal and she was entitled to be reinstated in service with full back wages.

5. The workman examined her self as M.W.1 and filed 11 documents Ext.W.1 to W.11. Management examined Sri Hans Raj Botla as MW 1 indealting I.D. Case No. 102/98 and filed 20 marked M.1 to M.20 in support of its a case.

6. I have heard the authorised representative for both the parties and have gone through the record of the case.

7. The authorised representative for the workman argued that as she had worked for 263 days continuously before the date of her termination of service she was entitled to get protection of section 25F of the Industrial Disputes Act. After going through the evidence on record I do not find any force in this argument.

8. Kumari Sarita Yadav W.W.1 stated on oath that she worked for 263 days from 7-7-95 to 9-3-96. But her testimony on this point stands falsified by her own admission made in her application dated 22-4-96 Ext. M 8 and her application dated 28-10-96 Ext. M 9 in which she admitted that she worked from 7-7-95 to 9-3-96 only. The workman has filed certificate dated 10-3-96 Ext.W. 5 issued by the

competent officer of LIC which shows that she worked from 7-7-95 to 9-3-96 as temporary assistant. These documents on the record rather support the case of the management that she worked only for 231 days in DBO Agra from 7-7-95 to 9-3-96. Kumari Sarita Yadav W.W.1 admitted that there were 2 breaks in her service; 5 days and other of 3 days and no work was taken from her during the break periods. Thus it is clear that she was not in continuous service of 240 days before the date of termination of service hence she was not entitled to get protection of section 25F of Industrial Disputes Act.

9. The authorised representative for the workman has argued that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to her actual working day. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

10. The authorised repretentative for the management has argued that the concerned workman was appointed as temporary assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions, 1993 for a limited period and her term of appointment came to an end after expiry of the term of her last extension in service and her cessation of service with effect from 28-4-96 did not come within the definition of retrenchment as given under section 2(oo) of the Industrial Disputes Act, because her appointment came within the exception as provided under section 2(oo) (bb) of the I D. Act. The provisions of clause (bb) of section 2(oo) of I.D. Act are exception to the definition of retrenchment. In other words termination of service as mentioned in clause (bb) dose not come within the definition of retrenchment The provisions of clause (bb) of section 2(oo) of the Act are as follows—

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.

11. From the aforesaid provisions of clause (bb) of section 2(oo) of the ID Act it is evident that termination of service of a workman as a result of non renewal of [illegible] employment between the employer and workman concerned or on expiry of such contract being terminated under stipulation in that behalf contained there in does not come within the definition of retrenchment In this case also the term of employment of the workman finally came to an end on 9-3-96 according to the terms and conditions mentioned in her last order of extension of service and the term of contract of the employment was not renewed after 9-3-96 hence her case was squarely covered by the exception clause of section 2(oo) of the Act. As termination of her service was by efflux of time as contained in the last letter of extension of her service, her termination of service could not be held to be a retrenchment as defined under section 2(oo) of the Act. The provisions of section 25F of the I.D. Act are to be complied with in the cases of retrenchment of workman hence non-compliance with provisions of section 25F of the Act in this case is of no consequence and the concerned workman is not entitled to protection of provisions of section 25F of Industrial Disputes Act.

12. In a similar case of Ramesh Prasad versus Registrar U.P. Cooperative Society Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under:—

> The application under section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of section 6N of the UP Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

13 The aforesaid case related to the provisions of U P. Industrial Disputes Act, whose provisions are similar to the provisions of the I.D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

14. The authorised representative for the management has drawn my attention towards judgment passed in Birla VRL Ltd. versus State of Punjab and others 1999(1) LLJ at page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under—

The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

15. The law laid down in the case cited above also applies to the facts of this case.

16. The authorised representative for the workman has argued that provisions of section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breach of provisons of section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act. hence provisions of section 25H of the Act also did not apply in her case. Secondly there is no evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisins of section 25H of the Act shall not apply to this case also because section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

17. The representative for the workman has relied on some rulings/judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. But I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

18. The authorised representative for the workman has argued that the appointments of the workman made on the post of Temporary Assistant for limited period was malafide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistant was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the inter view letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to her from time to time cannot be held to be malafide and arbitrary as such appointments and extensions were given according to the need of different branch offices of LIC at Agra.

19. In view of findings recorded above, I hold that the termination of service of Kumari Sarita Yadav with effect from 10-3-96 is legal and justified and the concerned workman is not entitled for any relief.

20. Refrence is answered accordingly.

R.P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1515.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 104/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-02 को प्राप्त हुआ था ।

[सं. एल-17012/13/97-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S. O. 1515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 104/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 04-04-2002.

[No. L-17012/13/97—IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI R. P. PANDEY PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIBUNAL-CUM-LABOUR COURT SARVODAYA NAGAR. KANPUR

Industrial Dispute No. 104 of 98

In the matter of dispute between
Deepak Kumar Gupta through
The General Secretary
Central Zone National Life Insurance Employees Association
70-D .Shayam Nagar
Kanpur

And

The Senior Divisional Manager
Life Insurance Corporation of India
Divisional Office
Sanjai Palace
Agra.

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-17012/13/97-IR (B-II), dated 29-6-98 has referred the following dispute for adjudication to this tribunal.

> Whether the action of the Management Life Insurance Corporation of India in terminating the services of Deepak Kumar Gupta with effect from 26-4-96 is leagal and justified ? If not to what relief the said workman is entitled ?

2. On behalf of the workman statement of claim has been filed with the allegations that the workman worked in DBO, Agra as temporary Assistant for a total period of 260 days from 24-8-95 to 25-4-96. His name was called from employment exchange and after interview he was selected and appointed as temporary Assistant. After he attained sufficient knowledge and experience of the post of temporary Assistant he was thrown, out of job arbitrarily which is unjust and illegal and malafide. As the workman worked for 260 days he has become entitled to the benefits of Section 25B, 25F and 25H of the Industrial Disputes Act and his removal from service is illegal and is liable to be quashed. The workman was entitled to get privilege and casual leave and if the same is added to his working days entire working days come to 260 days. On the basis of these allegations it has been prayed that the workman may be reinstated in service with full back wages.

3. The management has filed written statement with connection that the workman was selected and appointed as temporary Assistant in DBO of LIC. He worked only for 211 days and not 260 days as alleged in paragraph (3) of the statement of claim. It has been alleged that after considering his eligibility in interview he was appointed as temporary Assistant. He was appointed for fixed period each time and after expiry of the term of appointment his employment came to an end automatically, hence the workman is not entitled to get benefit of the provisions of Section 25F of Industrial Disputes Act. It has been alleged that the leave, which was due to the concerned workman on the date of termination of his service, lapsed in accordance with the terms of the appointment letter. It has been alleged that the appointment of the workman was made according to the instructions contained in LIC (Employment of Temporary Staff) Instructions, 1993 and there had never been any deviation from these instructions. The engagement of the concerned workman was temporary and he knew it from the very beginning that he was appointed temporarily for limited period and he was not entitled to be absorbed in the service of LIC. On the basis of these allegations it has been prayed that the case of the concerned workman may be rejected and it may be decided in favour of the management.

4. On behalf of the workman rejoinder has been filed in which facts alleged in the statement of claim have been reiterated. It has also been alleged that the workman actually worked for 225 days and if the leave due to him is added and the gap period is included in the working days, the total period come to 260 days. It has further been alleged that the concerned employee is entitled to be reinstated in service with full back wages.

5. The workman has examined himself as W.W. 1 and filed 10 documents marked Ext. W. 1 to W. 10 in support of his case. The management examined Sri Hans Raj Botla as M. W. 1 in Leading I. D. Case No. 102 of 98 and filed 22 documents marked Ext. M-1 to M-22 in support of his case.

6. I have heard the authorised representative for both the parties and have gone through the record of the case.

7. The authorised representative for the workman has argued that the concerned workman worked for 260 days that is for more than 240 days, hance he was entitled to get benefit of Section 25 F of I. D. Act. But after going through the evidence on the record I do not find any force in this argument. Sri Deepak Kumar Gupta W.W. 1 stated on oath that he worked continuously from 24-8-95 to 25-4-96 for 260 days. But he

admitted in his statement on oath that in compliance of first appointment letter dated 24-8-95 he joined duty on 1-9-95. Thus it is clear that he did not work from 24-8-95 to 31-8-95. His this admission falsifies his statement that he continuously worked from 24-8-95 to 25-4-96. By the end of his cross-examination he admitted that he worked only for 225 days from 1-9-95 to 25-4-96. His case that he continuously worked for 260 days is falsified by his admission made in his letter dated 25-4-96. Ext. M-9 in which he stated that he worked only from 1-9-95 to 30-9-95 in Divisional Office and from 14-10-95 to 25-4-96 in DBO, Agra. In his letter dated 30-7-96 he admitted that he worked only for one month in Divisional Office, Agra from 1-9-95 to 30-9-95. In his letter dated 25-10-96 Ext. M. 11 he admitted that he worked for Six and Half Months only from 14-10-95 to 25-4-96 in DBO, Agra. Thus it is clear that he worked only for 221 or 225 days only in two or three LIC at Agra and that too not continuously. I, therefore, reject the case of the workman that he continuously worked for 260 days or 240 days from 24-8-95 to 25-4-96. As he did not work for more than 240 days preceding one year from the date of his termination of service he is not entitled to get the benefit of provisions of Section 25 F of Industrial Disputes Act,.

8. The authorised representative for the workman has argued that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to his actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

9. The authorised representative for the management has argued that the concerned workman was appointed as temporary Assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions 1993 for a limited period. His term of appointment came to an end after expiry of the term of his last extension and his cessation of service with effect from 16-4-96 did not come within the definition of retrenchment as given under Section 2 (oo) of the I. D. Act because his appointment came within the exception as provided in Section 2 (oo) (bb) of ID Act. Provisions of clause (bb) of Section 2 (oo) are exception to the definition of retrenchment. In other words the termination of service as mentioned in clause (bb) does not come within the definition of retrenchment. The provisions of clause (bb) of Section 2 (oo) of the I. D. Act are as follows :—

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein :

From the aforesaid provisions of clause (bb) of Section 2 (oo) of the I. D. Act, it is evident that termination of service of a workman as a result of non-renewal of contract of the employment between the employer and the workman concerned or on expiry of such contract being terminated under a stipulation in that behalf contained therein does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end on 16-4-96 according to the terms and conditions mentioned in his last letter of extension of service and the term of contract of employment was not renewed after 16-4-96, hence his case was sequarely covered by the exception clause (bb) of Section 2 (oo) of the Act and his termination of service on the expiry of the term of employment cannot be held to be a retrenchment as defined under Section 2 (oo) of the Act. As the termination of his service was by efflux of time as contained in the last letter of his extension of service his termination of service could not be held to be retrenchment as defined under Section 2 (oo) of the Act. The provisions of Section 25F of the Act are to be complied in the cases of retrenchment of the workman hence non-compliance with the provisions of Section 25F of the Act in this case is of no consequence and could not render the automatic termination of service of the concerned workman as illegal and void.

10. In a similar case of Ramesh Prasad versus Registrar U. P. Cooperative Society, Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under :—

> The application under Section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of Section 6N of the U.P. Industrial Disputes Act

The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

11. The aforesaid case related to U. P. Industrial Disputes Act, whose provisions are similar to the provisions of the I. D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

12. The authorised representative for the management has drawn my attention towards judgment passed in VXL Birla Ltd. versus State of Punjab and others 1999 (1) LLJ page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under :—

The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was not stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

13. The law laid down in the case cited above also applies to the facts of this case.

14. The authorised representative for the workman has argued that provisions of section 25H of the I. D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breach of provisions of section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act, hence provisions of section 25 H of the Act also did not apply in his case. Secondly there is no reliable evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of section 25 H of the Act shall not apply to this case also because section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

15. The representative for the workman has relied on some rulings judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

16. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assistant for limited period was malafide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistants was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the Interview letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited periods and the appointees shall not entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to him from time to time cannot be held to be mala fide and arbitrary as such appointments and extension were given according to the need of different branch offices of LIC at Agra.

17. In view of findings recorded above, I hold that the action of the management of LIC of India in terminating the services of Deepak Kumar Gupta w.e.f. 26-4-96 is justified and the concerned workman is not entitled for any relief.

18. The reference is answered accordingly against the workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ 1516.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण मे, केन्द्रीय सरकार एल. आई. सी ऑफ इडिया के प्रबंधतत्र के संबद्ध नियोजको और उनके कर्मकारो के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (सदर्भ संख्या 103/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2002 को प्राप्त हुआ था ।

[सं. एल-17012/14/97-आई आर. (बी-II)]
सी गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1516.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 103/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 04-04-2002.

[No. L-17012/14/97-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R.P. PANDEY PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT

SARVODAYA NAGAR

KANPUR

Industrial Dispute No. 103/98

In the matter of dispute between
Padma Kumari
Through General Secretary
Central Zone National Life Insurance Employees Association
70-D Shyam Nagar, Kanpur

And

Sr. Divisional Manager
Life Insurance Corporation of India
Divisional Office
Sanjay Palace
Agra

AWARD :

1. Central Government, Minisiry of Labour New Delhi, vide its notifiction No. L-17012/14/97-IR (B-II) dated 29-6-98 has referred the following dispute for adjudication to this Tribunal

Whether the action of the management of Life Insurance Corporation of India in terminating the services of Padma Kumari. with effect from 1-03-96 is legal and justified ? If not to what relief the said workman is entitled?

2. On behalf of the workman statement of claim has been filed with allegation that padma Kumari worked in District Branch office Agra of LIC for a total period of 260 days from 10-7-95 to 27-2-96 as Assistant Her name was called from employment exchange and after test and interview she was selected and was given appointment on that post. When she had attained sufficient knowledge and experience of the post of temporary assistant she was thrown out of job arbitrarily and in illegal manner. As she had worked for 260 days she became entitle to get benefits of sections 25B, 25F and 25H of the Industrial Disputes Act and her removal from service is illegal and mala fide It has been alleged that she be reinstated in service with full back wages.

3. The management has filed written statement with contention that it is correct that the name of the concerned workman was called from employment exchange and as per departmental instructions she was selected as temporary assistant and temporary appointment was given to her from time to time in different branches of LIC at Agra. The concerned workman worked only for 106 days as per appointment letter and extension letter issued to the concerned workman The management denied that the concerned workman worked for 260 days or for more than 240 days and was entitled to get benefit of the provisoins of section 25F and 25H of the Industrial Disputes Act. It has been alleged that she was given temporary appointment for limited period and her service came to an end automatically after expiry of term of appointment and she was not entitled to get protection of section 25F and 25H of Industrial Disputes Act It has been alleged that she had not worked for 240 day during the year preceding the date of termination of her service hence she was not entitled to get protection of section 25F of Industrial Disputes Act. It has been alleged that her leave lapsed on the expiry of the term of employment and it could not be added to the working days. It has been alleged that her appointment was purely temporary in accordance with instructions contained in LIC (Employment of Temporary Staff) Instructions, 1993, and that did not confer any right to the workman concerned of absorption in the service of the corporation It has been alleged that her claim is liable to be rejected outrightly and the reference is liable to be decided in favour of the management.

4. On behalf of the workman rejoinder has been filed in which she has reiterated the facts alleged in the statement of claim. It has been alleged that her termination from service was illegal and she was entitled to be reinstated in service with full back wages.

5. The workman examined herself as M.W. 1 and filed 9 documents Ext. W. 1 to W. 9. Management examined Sri Hans Raj Botla as M.W. 1 in leading I.D. Case No. 102/98 and filed 15 marked M. 12 to M. 15 in support of its case

6. I have heard the authorised representative for both the parties and have gone through the record of the case.

7. The authorised representative for the workman argued that as she had worked for 260 days continuously from 10-7-95 to 27-2-96 before the date of her termination of service she is entitled to get protection of section 25F of the Industrial Disputes Act. After going through the evidence on record I do not find any force in this argument Kumari Padma W.W.1 stated on oath that she worked for 260 days from 10-7-95 to 27-2-96 But her testimony on this point stands falsified by her own admission made in her application dated 30-10-96 Ext. M 6 in which she admitted that she worked only for 180 days. This supports the case of the management that she worked only for 180 days from 10-7-95 to 5-1-96 The documentary evidence filed by the parties' further supports the case of management. The workman has filed certificate dated 20-4-96 Ext. W.9 which supports the case of the management that the workman worked for 180 days only from 10-7-95 to 5-1-96 only as temporary assistant. I am therefore not prepared to believe that the workman worked from 6-1-96 to 27-2-96 as daily wager which is not supported by any reliable evidence. This fact stands falsified by her own admission made in her letter dated 30-10-96 Ext. M 6.I therefore, hold that the workman worked in DBO of LIC for 180 days only and is not entitled to get protection of section 25F of the I.D Act.

8. The authorised representative for the workman has argued that casual leave and privilege leave which was not availed by the workman during the course of service should be added to her actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to a case only and cannot be made applicable to the facts and circumstances of the present case.

9 The authorised representative for the management has argued that the concerned workman was appointed as temporary assistant according to the provisions of LIC (Appointment of Temporary Staff. Instructions, 1993 for a limited period, her term of appointment came to an end after expiry of the term of her last extention in service and her cessation of service with effect from 5-1-96 did not come within the definition of retrenchment as given under section 2(oo) of Industrial Disputes Act, because her appointment came within the exception as provided under section 2(oo) (bb) of the I.D. Act. The provisions of clause (bb) of section 2(oo) of I.D. Act are exception to the definition of retrenchment. In other words termination of service as mentioned in clause (bb) does not come within the definition of reterenchment. The provisions of clause (bb) of section 2(oo) of the Act are as follows :—

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.

10. From the aforesaid provisions of clause (bb) of section 2(oo) of the ID Act it is evident that termination of service of a workman as a result of non renewal of contract of employment between the employer and workman concerned or on expiry of such contract being terminated under stipulation in that behalf contained therein does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end on 5-1-96 according to the terms and conditions mentioned in her last order of extension of service and the term of contract of the employment was not renewed after 5-1-96 hence her case was squarely covered by the exception clause of section 2(oo) of the Act. As termination of her service was by efflux of time as contained in the last letter of extension of her service, her termination of service could not be held to be a retrenchment as defined under section 2(oo) of the Act. The provisions of section 25F of the I D. Act are to be complied with in the cases of retrenchment of workman hence non-compliance with provisions of section 25F of the Act in this case is of no consequence and the concerned workman is not entitled to protection of provisions of section 25F of Industrial Disputes Act

11. In a similar case of Ramesh Prasad versus Registrar U. P. Cooperative Society Lucknow 1998 (30) F.I.R. 735 the Hon'ble High Court of Allahabad has held as under :

> The application under section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of section 6N of the U. P. Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice therefore was redundant.

12. The aforesaid case related to the provisoins of U.P. Industrial Disputes Act, whose provisions are similar to the priovisions of the I.D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

13. The authorised representative for the management has drawn my attention towards judgement passed in Birla VXL Ltd. versus State of Punjab and Others 1999 (1) LLJ page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under :—

> The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear terms of his applointment order which he accepted by signing at the foot thereof the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third rsespondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

14 The law laid down in the case cited above also applies to the facts of this case.

15. The authorised representative for the workman has argued that provisions of section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breach of provisions of section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act, hence provisions of section 25H of the Act also did not apply in her case. Secondly there is no reliable evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of section 25H of the Act shall not apply to this case also because section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

16. The representative for the workman has relied on some rulings/judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. But I do not consider it necessary to discuss them in this award. Those judgements turned up on their own facts and have no application to the facts of this case.

17. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assistant for limited period was mala fide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistants was to be made and candidates were to be engaged according to the demand of different offices of LIC. in complirance of that requisition letter names were sent to the LIC which made selections after calling the candidates for interview. In the interview letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to her from time to time cannot be held to be mala fide and arbitrary as such appointments

and extension were given according to the need of different branch offices of LIC at Agra.

18. From the reliable documentary evidence on the record it is proved beyond doubt that the concerned workman worked till 5-1-96 only and her services came to an end on 6-1-96. But in the reference order her date of termination is mentioned as 1-3-96. There is no reliable evidence to prove that her services were terminated on 1-3-96 and she worked till 27-2-96. From this point of view also reference cannot be decided in favour of the workman as her last working day was 5-1-96 according to her own admission made in Ext. M.-6. and M.-7.

19. In view of findings recorded above I hold that the termination of service of Padma Kumari with effect from 5-1-96 is legal and justified and the concerned workman is not entitled for any relief. Reference is answered accordingly.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1517.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 106/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-02 को प्राप्त हुआ था।

[सं. एल-17012/15/97-आई.आर. (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S. O. 1517.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 106/98) of the Central Government Industrial Tribunal-Cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 04-04-2002.

[No. L-17012/15/97-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI R. P. PANDEY PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT SARBODAYA NAGAR, KANPUR

Industrial Dispute No. 106 of 1998

In the matter of dispute between

Manju Jain through
General Secretary,
Central Zone Life Insurance Employees Assn.,
70-D, Shyam Nagar, Kanpur-208013

And

The Senior Divisional Manager,
LIC of India,
Divisional Office,
Sanjay Palace,
Agra

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-17012/15/97-IR (B-II) dated 29-6-98 has referred the following dispute for adjudication to this tribunal :—

Whether the action of the Management of LIC of India in terminating the services of Kumari Manju Jain with effect from 3-6-96 is legal and justified ? If not, what relief the workman is entitled ?

2. On behalf of the workman statement of claim has been filed with allegations that the concerned workman worked in the city branch office No. 2 of LIC at Agra as temporary assistant for a total period of 266 days from 30-10-95 to 27-4-96. The name of the concerned workman was called from employment exchange and after test and interview the concerned workman was selected for the post of Assistant. It has been alleged that after attaining sufficient knowledge and experience of the post of Assistant the concerned workman was thrown out of job arbitrarily and illegally by the management. The concerned workman worked for 266 days and became entitled to get protection of the provisions of section 25-F and 25-H of the Industrial Disputes Act. Hence termination of service of the concerned workman is illegal and malafide. It has been alleged that the concerned workman was entitled to get benefit of privilege leave and causal leave an per LIC circular dated 3-4-89 and if the credit of privilege leave and casual leave is given to her working days come to 266 days. On the basis of these allegations it has been prayed that the concerned workman may be reinstated in service with full back wages.

3. The management has filed written statement with contention that it is correct that the name of the concerned workman was called from employment exchange and as per departmental instructions she was selected as temporary assistant and temporary appointment was given to her from

time to time. The concerned workman worked only for 177 days as per appointment letter and extension letters issued to the concerned workman. The management denied that the concerned workman worked for more than 240 days and was entitled to get benefit of the provisions of section 25-F and 25-H of the Industrial Disputes Act. When the concerned workman applied for casual leave the same was granted to her and other leave due to the concerned workman on the date of expiry of the terms of appointment lapsed as per terms and conditions given in the appointment letter. The LIC followed the Instructions contained in LIC of India Employment of Temporary Staff Instruction, 1993 and there has not been any deviation from these instructions. No written test was taken at the time of selection and the workman was appointed after taking interview and typing test. It has been alleged that engagement of the concerned workman was purely temporary in terms of regulation 8 of LIC Staff Regulations, 1960 which did not confer any right to the concerned workman of absorption in the service of the LIC. The workman was appointed purely on temporary basis each time and the concerned workman was issued letter of appointment and extension for a fixed period. It has been alleged that the employment of the concerned workman had come to an end automatically by efflux of time. It has been alleged that the concerned workman is not entitled to get any relief in pursuance of reference made to this tribunal.

4. On behalf of the workman rejoinder has been filed in which the facts alleged in the statement of claim have been reiterated and the facts alleged in the written statement has been denied.

5. The workman examined herself as W.W. 1 and filed 9 documents marked Ext. W 1 to W. 9. Management examined Sri N. K. Raizada AAO LIC Agra as M. W. 1 and filed 14 documents marked Ext. M. 1 to M. 14.

6. Although this case was consolidated with other three cases for the purposes of recording common evidence of management but these cases stand on different footings hence this case as well as other connected cases are being disposed of by separate awards.

7. The authorised representative for the workman has argued that the concerned workman worked for 266 days that is for more than 240 days from 30-10-95 to 27-4-96, hence the concerned workman is entitled to get protection of the provisions of section 25-F and 25-H of Industrial Disputes Act. After going through the record of the case I do not find any force in this contention. From the admission made by the concerned workman in paragraph three of the statement of claim it is evident that the concerned workman worked from 30-10-95 to 27-4-96 only. There is no evidence that she worked before 30-10-95 to 27-4-96. The case of the management is that the workman worked only for 177 or 178 days during the aforesaid period. The concerned workman had moved an application dated 23-9-96 Ext. W. 6 in which the workman had stated that she worked from 26-11-95. Her joining report Ext. M. 3 is on record, which shows that in compliance of appointment letter, dated 21-10-95 Ext. M. 2 she joined as temporary assistant on 30-10-95. If her working days are calculated from 30-10-95 her total working days come to 178 days only. Workman admitted that letter dated 23-9-96 was moved by her for getting additional pay which was revised later on and she got additional pay and arrears of pay for 178 days on the basis of that application. This shows that the workman had worked for 178 days only in the office of LIC. I am therefore, not inclind to believe the contention of the authorised representative for the workman that she had worked for more than 240 days during the year 1995-96 and was entitled to get protection of the provisions of section 25-F of Industrial Disputes Act. Protection of this provision is available to those workman who have worked for 240 days during one year preceding the date of termination.

8. The authorised representative for the workman has argued that all casual leaves and privilege leave which was not availed by the workman during the course of service should be added to his actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India I have gone through that circular and find that that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

9. The authorised representative for the management has argued that the concerned workman was appointed as temporary assistant according to the provisions of LIC Appointment of Temporary Staff Instructions, 1993 for a limited period, her term of appointment came to an end after expiry of the term of her last extension in service and her cessation of service with effect from 28-4-96 did not come within the definition of retrenchment as given under section 2 (oo) of the Industrial Disputes Act, because her appointment came within the exception as provided under section 2 (oo) (bb)

of the I. D. Act. The provisions of clause (bb) of section 2 (00) of I. D. Act are exception to the definition of retrenchment. In other words termination of service as mentiond in clause (bb) does not come within the definition of retrenchment. The provisions of clause (bb) of section 2 (C0) of the Act are as follows—

Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.

10. From the aforesaid provisions of clause (bb) of section 2 (00) of the I D Act it is evident that termination of service of a workman as a result of non renewal of contract of employment bet-ween the employer and workman concerned or on ex-piry of such contract being terminated under stipula-tion in that behalf contained there in does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end on 28-4-96 according to the terms and con-ditions mentioned in her last order of extension of ser-vice and the term of contract of the employment was not renewed after 27-4-96 hence her case was squarely covered by the exception clause of section 2(oo) of the Act. As termination of her service was by efflux of time as contained in the last letter of extension of her service, her termination of service could not be held to be retrenchment as defined under section 2(oo) of the Act. The provisions of section 25F of the I.D. Act are to be complied with in the cases of retrench-ment of workman hence non-compliance with provi-sions of section 25F of the Act in this case is of no consequence and the concerned workman is not en-titled to protection of provisions of section 25F of Industrial Disputes Act.

11. In a similar case of Ramesh Prasad versus Registrar U.P. Cooperative Society, Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under :—

[illegible] ·nder section 6N of the U.P. [illegible] Act also cannot be attracted [illegible] ·cumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of section 6N of the U.P. Industrial Disputes Act. The peti tioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the pre-sent case the petitioner had notice of the date when his employment will cease by reasons of his appointment being limited by time. The re-quirement of notice, therefore, was redundant.

12. The aforesaid case related to the provi-sions of U. P. Industrial Disputes Act, whose pro-visions are similar to the provisions of the I .D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

13. The authorised representative for the mana-gement has drawn my attentions towards judg-ment passed in Birla VAL Ltd. versus State of Punjab and others 1999 (1) LLJ at page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expity of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under —

The real question is whether the third res-pondent had a claim in employment beyond December, 31, 1984. Having regard to the clear terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitiled to bring his employ-ment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respon-dents misconduct and upholding his rein-statement with full back wages.

14. The law laid down in the case cited above also applies to the facts of this case.

15. The authorised representative for the workman has argued that provisions of section 25 H of the I. D. Act are applicable to this case and the management has committed breach of these provisions. which has rendered the termi-nation of the service of the concerned workman illegal. In findings recorded above. I have held that the management has not committed breach of provisions of section 25 F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act, hence provisions of section 25H of the Act also did not apply in her case. Secondly there is no evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of section 25H of the Act shall not apply to this case also because section 25H of the Act is attracted when the employer pro-poses to take into his employment other persons

16. The representative for the workman has relied on some rulings/judgments passed by by Hon'ble Supreme Court and other High Courts in support of the case of the workman. I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

17. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assis-tant for limited period was malafide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-?-95 sent to the employment exchange is on the record which shows that a panel of temporary assistant was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the interview letters it was clearly mentioned that candidates were called for selecting them

as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman, joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to her from time to time cannot be held to be malafide and arbitrary as such appointments and extension were given according to the need of different branch offices of LIC at Agra.

18. In the reference order dated 29-6-98, the date of termination of the workman is mentioned as 3-6-96. In the claim statement workman as mentioned date of termination to be 28-4-96. In her statement on oath she had stated that she worked till 29-4-96. In other words she means to say that her service stood terminated with effect from 30-4-96. In her letter dated 23-9-96 she has mentioned that she worked till 27-4-96. In her second application annexure M 7 she stated that she worked till 27-4-96. Thus there is inconsistency in her statement regarding date of termination. Date of termination as mentioned in the statement of claims is different from the date of termination mentioned in the reference order. From this point of view also the reference cannot be decided in favour of the workman.

19. In view of findings recorded above, I hold that the termination of services of the workman Kumari Manu Jain w.e.f. 28-4-96 was not illegal and unjustified and the concerned workman is not entitled to get any relief in pursuance of the reference made to this tribunal.

20. Reference is answered accordingly.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1518—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 108/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-02 को प्राप्त हुआ था।

[सं. एल-17012/18/97-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1518.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 108/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 04-04-2002.

[No. L-17012/18/97-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R. P. PANDEY,
PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 108 of 98

In the matter of dispute between

Vashu Deo Kushwaha
Through The General Secretary,
Central Zone National Life Insurance Employees Association,
70-D, Shyam Nagar, Kanpur

AND

The Senior Divisional Manager,
Life Insurance Corporation of India,
Divisional Office,
Sanjai Palace, Agra.

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-17012/18/97-IR (B-II) dated 29-6-98 has referred the following dispute for adjudication to this tribunal :

> Whether the action of the management Life Insurance Corporation of India in terminating the services of Vashu Deo Kushwaha with effect from 14-03-96 is legal and justified ? If not, to what relief the said workman is entitled ?

2. The statement of claim has been filed on behalf of the workman with the allegations that the workman worked in District Branch Office, CBO-5, Agra of Life Insurance Corporation of India as temporary typist for a total period of 292 days from 20-6-95 to 11-3-96. His name was called from employment exchange and after interview he was selected for the post of typist. After attaining sufficient knowledge and experience he was thrown out of job arbitrarily and illegally. As he had worked for 292 days continuously he had become entitled to the benefits of Section 25B, 25F and 25H of the Industrial Disputes Act and his removal from service is illegal and malafide. The leave, which was due to him, has been added to his working days and thus his working days automatically come to 292 days. It has been alleged that the concerned workman is entitled to be reinstated with full back wages.

3. The management has filed written statement with contention that the concerned workman was pointed as temporary typist after taking interview and trade test from him for a limited period in different branches of LIC at Agra when his services were required. He worked for 235 days only during

that tenure of his service and did not work for 292 days as has been alleged in the statement of claim. He was appointed purely on temporary basis each time and he was issued letter of appointment for fixed period after expiry of which is employment came to an end automatically. As he did not work for 240 days he was not entitled to get the benefits of Section 25B, 25F and 25H of the Industrial Disputes Act. The leave benefits were granted to him but after termination of his services the leave due to him lapsed in view of conditions given in the appointment letter. His engagement was for temporary period and that did not confer any right to the workman for absorption in the service of the corporation. On the basis of these allegations it has been prayed that the case of the concerned workman is liable to be rejected and the reference is liable to be decided in favour of the management.

4. On behalf of the workman rejoinder has been filed in which facts alleged in the statement of claim have been reiterated.

5. The workman has examined himself as W.W.1 and filed 14 documents marked Ext. W.1 to W.14 in support of his case. The management examined Sri Hans Raj Botla as M.W.1 in leading I.D. Case No. 102 of 98 and filed 24 documents marked Ext. M. 1 to M. 24 in support of its case.

6. I have heard the authorised representative for both the parties and have gone through the record of the case.

7. The authorised representative for the workman has argued that the concerned workman worked for 292 days from 20-6-95 to 11-3-96 that is within one year preceding the date of termination, hence he was entitled to get protection of Section 25F of Industrial Disputes Act. After going through the evidence on the record, I do not find any force in this argument. Vashu Deo Ksuhwaha W.W.1 stated on oath that he worked for 292 days from 20-6-95 to 11-3-96 continuously in CBO 5, CBO 2 and D.B.O. Agra of Life Insurance Corporation of India. But he admitted that he started work in CBO 5 on 20-6-95 and worked till 19-7-95, he started work in CBO 2 Agra on 22-7-95 and worked up to 19-9-95 and he started work in DBO Agra on 14-10-95 and worked till 11-3-96. Thus from his own admission made in his statement on oath it is clear that he did not work continuously from 20-6-95 to 11-3-96. In cross-examination he denied the suggestion of managements' representative that he worked only for 235 days but he admitted that he worked for 238 days from 20-6-95 to 11-3-96. The workman has filed three experience certificates Ext. W.11 to W.13, which go to show that he worked for 238 days only during the year preceding the date of termination of his service on 12-3-96. I am, therefore, not prepared to believe the case of workman that he worked for 292 days or ever for 240 days before the date of his termination of service. I, therefore, hold that the workman is not entitled to get protection of Section 25F of I.D. Act.

8. The authorised representative for the workman has argued that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to his actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular find and that that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

9. The authorised representative for the management has argued that the concerned workman was appointed as temporary assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions 1993 for a limited period. His term of appointment came to an end after expiry of the term of his last extension and his cessation of service with effect from 16-4-96 did not come within the definition of retrenchment as given under Section 2(00) of the I.D. Act because his appointment came within the exception as provided in Section 2(oo) (bb) of I.D. Act. Provisions of clause (bb) of Section 2(00) are exception to the definition of retrenchment. In other words the termination of service as mentioned in clause (bb) does not come within the definition of retrenchment. The provisions of clause (bb) of Section 2(oo) of the I.D. Act are as follows :—

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein

From the aforesaid provisions of clause (bb) of Section 2(oo) of the I.D. Act, it is evident that termination of service of a workman as a result of non-renewal of contract of the employment between the employer and the workman concerned or on expiry of such contract being terminated under a stipulation in that behalf contained therein does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end on 16-4-96 according to the terms and conditions mentioned in his last letter of extension of service and the term of contract of employment was not renewed after 16-4-96, hence his case was squarely covered by the exception clause (bb) of

Section 2(oo) of the Act and his termination of service on the expiry of the term of employment cannot be held to be a retrenchment as defined under Section 2(oo) of the Act. As the termination of his service was by efflux of time as contained in the last letter of his extension of service, his termination of service could not be held to be retrenchment as defined under Section 2 (oo) of the Act. The provisions of Section 25F of the Act are to be complied in the cases of retrenchment of the workman hence non-compliance with the provisions of Section 25F of the Act in this case is of no consequence and could not render the automatic termination of service of the concerned workman as illegal and void.

10. In a similar case of Ramesh Prasad versus Registrar U.P. Cooperative Society, Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under :—

> The application under Section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of Section 6N of the U.P. Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

11. The aforesaid case related to U.P. Industrial Disputes Act, whose provision are similar to the provisions of the I.D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

12. The authorised representative for the management has drawn my attention towards judgment passed in Birla VXL Ltd. versus State of Punjab and others 1999 (1) LLJ page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under :

> The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the service had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

13. The law laid down in the case cited above also applies to the facts of this case.

14. The authorised representative for the workman has argued that provisions of Section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breach of provisions of Section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act, hence provisions of Section 25H of the Act also did not apply in his case. Secondly there is no reliable evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of service of the concerned employee hence the provisions of Section 25H of the Act shall not apply to this case also because Section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

15. The representative for the workman has relied on some rulings/judgements passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. I do not consider it necessary to discuss them in this award. These judgments turned up on their own facts and have no application to the facts of this case

16. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assistant for limited period was malafied and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistants was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the interview letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made

for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to him from time to time cannot be held to be malafide and arbitrary as such appointments and extension were given according to the need of different branch offices of LIC at Agra.

17. In view of findings recorded above, I hold that the termination of services of Vashu Deo Kushwaha with effect from 14-3-96 was not illegal and unjustified and the concerned workman is not entitled to get any relief in pursuance of the reference made to this Tribunal.

18. The reference is answered accordingly against the workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ 1519.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण मे, केन्द्रीय सरकार एल. आई. सी. आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारो के बीच, अनुबंध मे निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पचाट (संदर्भ संख्या 109/98) को प्रकाशित, करती है, जो केन्द्रीय सरकार को 4-4-2002 को प्राप्त हुआ था।

[सं. एल–17012/19/97–आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1519.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 109/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 04-04-2002.

[No. L-17012/19/97-IR(B-II)]

C. GANGADHARAN, Under Secy

ANNEXURE

BEFORE SRI R P. PANDEY PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 109 of 98

In the matter of dispute between
Bramha Deo Kaushik through
The General Secretary,
Central Zone National Life Insurance Employees
Association 70-D Shyam Nagar
Kanpur

And

The Senior Divisional Manager
Life Insurance Corporation of India
Divisional Office
Sanjai Palace
Agra

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-17012/19/97-IR (B-II) dated 29-6-98 has referred the following dispute for adjudication to this tribunal.

"Whether the action of the management Life Insurance Corporation of India in terminating the services of Bramha Deo Kaushik with effect from 16-04-96 is legal and justified If not to what relief the said workman is entitled"

2. The statement of claim has been filed on behalf of Sri Bramha Deo Kaushik with allegations that he worked in city branch office no. 2 of LIC Agra as temporary typist for total period of 275 days from 9-8-95 to 15-4-96. His name was called from employment exchange and after test and interview he was selected for the post of Assistant. After attaining sufficient knowledge and experience he was thrown out of the job illegally, As he had worked for 275 days before termination of service he was entitled to get benefit of provisions of Section 25F and 25H of the I.D. Act and his removal from service is illegal being passed in violation of the provisions of Section 25F of the Act. It has been alleged that leave which was due to him has been added to his actual working days and thus his working days comes to 275 days in accordance with LIC circular dated 3-4-79. It has been alleged that the termination of service of the concerned workman is malafide and arbitrarily. On the basis of these allegations it has been prayed that the workman may be reinstated in service with full back wages.

3. The management has filed written statement with contention that though his name was called from employment exchange and he was appointed as temporary assistant after being selected in the interview he was given temporary appointment for limited period according to the instructions as contained in LIC (Employment of temporary Staff) Instruction 1993 and he had no right to continue in service, and to be absorbed in the service. It has been alleged that he was given appointment for fixed period and his

service came to an end by efflux of time automatically and no order of termination was passed against him. It has been alleged that the concerned workman worked for 231 days only and not for 275 days as has been alleged in the statement of claim. It has also been alleged that appointment was given according to the need of the LIC and when there was no need no further extension was given in the employment. It has been alleged that claim of the concerned workman is liable to be rejected and the reference made to this tribunal should be decided in favour of the management.

4. On behalf of the workman rejoinder has been filed in which facts alleged in the statement of claim have been reiterated.

5. The workman has examined himself as W.W.1 and filed 11 documents marked ext. W.1 to W.11 in support of his case. The management examined Sri N.K. Raizada AAO as M.W.1 in leading I.D. Case No. 106 of 98 and filed 18 documents marked Ext. M-1 to M-18 in support of its case.

6. I have heard the authorised representatives for both the parties and have gone through the record of the case

7. The authorised representative for the workman has argued that the concerned workman worked for 275 days between 9-8-95 to 15-4-96, hence he was entitled to get protection of the provisions of Section 25F of Industrial Disputes Act. But this contention is not supported by reliable evidence on the record. The concerned workman W.W.1 stated on oath that after adding 24 days of privilege leave which was due to him to the actual working days, the total working days of the concerned workman come to 275 days. He admitted that he never applied for this privilege leave of 24 days. It is clearly provided in his first appointment letter Ext. W-6 that his leave if any shall lapse on the date of termination of his service. He had accepted the terms and conditions of the appointment letter when he joined the service in pursuance of the first appointment letter. When the leave due to him lapsed on the date of termination of his service the same could not be added to the period of his service. He admitted in his cross examination that he was given appointment letter and different extension letters during the period of ervice and in all those letters the date of starting of work and date of termination of terms was clearly mentioned and he worked according to those appointment letters and extension letters Those appointment letters and extension letters are on the record and have been filed by both the parties. According to the management the concerned workman worked only for 231 days, which is supported by the documentary evidence , filed by the parties and by the attendance sheet filed by the management I am therefore inclined to believe the case of the management that the concerned workman worked only for 231 days. It is evident from the evidence on the record that there was a gap of two days between the tenure of the first appointment and the tenure of the second extension. There is also documentary evidence on record that there is a gap of 9 days between the second extension and third extension. The concerned workman also admitted that there is a break of 11 days in his continuous service, which is borne out from the evidence on record also. Thus it is evident that this workman did not even worked continuously for 231 days from the date of joining service till the date of termination of his service, which came to an end, automatically by efflux of time. I, therefore, hold that the concerned workman did not work for more than 240 days before the date of termination of his service and he was not entitled to get protection of the provisions of Section 25F of Industrial Disputes Act.

8. The authorised representative for the workman has argued that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to his actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

9. The concerned workman has stated on oath that the break of 11 days in his service was an artificial break. He clearly admitted that he did not plead this fact in his statement of claim. This shows that the story of artificial break has been invented by the witness in evidence, which appears to be after thought, and cannot be believed especially when the fact of artificial break has not been pleaded in the statement of claim. He further stated that some persons were employed by LIC after termination of his service But this fact was also not pleaded in the statement of claim. It is settled law that no person can be allowed to prove a fact, which is not pleaded in the pleadings, and the evidence on those facts is liable to be ignored. I, am therefore, not prepared

to believe that there was any artificial break in the service of the concerned workman and that any one else was ever appointed after termination of his services especially when the oncerned workman had admitted that he never approached LIC after termination of his service to given him employment in the LIC of India.

10. The authorised representative for the management has argued that the concerned workman was appointed as temporary assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions 1993 for a limited period. His term of appointment came to an end after expiry of the term of his last extension and his cessation of service with effect from 16-4-96 did not come within the definition of retrenchment as given under Section 2(00) of the I.D. Act because his appointment came within the exception as provided in Section 2(oo) (bb) of I.D. Act. Provisions of clause (bb) of Section 2(oo) are exception to the definition of retrenchment. In other words the termination of service as mentioned in clause (bb) does not come within the definition of retrenchment. The provisions of clause (bb) of Section 2(oo) of the I.D. Act are as follows:—

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein;

From the aforesaid provisions of clause (bb) of Section 2(oo) of the I.D. Act, it is evident that termination of service of a workman as a result of non-renewal of contract of the employment between the employer and the workman concerned or on expiry of such contract being terminated under a stipulation in that behalf contained therein does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end of on 16-4-96 according to the terms and conditions mentioned in his last letter of extension of service and the term of contract of employment was not renewed after 16-4-96, hence his case was squarely covered by the exception clause (bb) of Section 2(oo) of the Act and his termination of service on the expiry of the term of employment cannot be held to be a retrenchment as defined under Section 2(oo) of the Act. As the termination of his service was by efflux of time as contained in the last letter of his extension of service, his termination of service could not beheld to be retrenchment as defined under Section 2(oo) of the Act. The provisions of Section 25F of the Act are to be complied in the cases of retrenchment of the workman hence non compliance with the provisions of Section 25F of the Act in this case is of no consequence and could not render the automatic termination of service of the concerned workman as illegal and void.

10. In a similar case of Ramesh Prasad versus Registrar U.P. Cooperative Society Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under :—

> The application under Section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited, Refusal of extension cannot be termed as retrenchment within the meaning of Section 6N of the U.P. Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

11. The aforesaid case related to U.P. Industrial Disputes Act, whose provisions are similar to the provisions of the I.D. Act 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

12. The authorised representative for the management has drawn my attention towards judgment passed in Birla VXL Ltd. versus State of Punjab and others 1999(1) LLJ page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under:—

> The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December, 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

13. The law laid down in the case cited above also applies to the facts of this case.

14. The authorised representative for the workman has argued that provisions of Section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breach of provisions of Section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act, hence provisions of section 25H of the Act also did not apply in his case. Secondly there is no reliable evidence that any further recruitment for post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of Section 25H of the Act shall not apply to this case also because Section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

15. The representative for the workman has relied on some rulings/judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

16. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assistant for limited period was malafide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistants was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the interview letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to him from time to time cannot be held to be malafide and arbitrary as such appointments and extensions were given according to the need of different branch offices of LIC at Agra.

17. In view of findings recorded above, I hold that the termination of service of Brahma Deo Kaushik with effect from 16-4-96 was not illegal and unjustified and the concerned workman is not entitled to get any relief in pursuance of the reference made to this Tribunal.

18. The reference is answered accordingly against the workman.

R.P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ 1520:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण मे, केन्द्रीय सरकार एल. आई. सी. आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारो के बीच, अनुबंध मे निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, कानपुर के पंचाट (सदर्भ संख्या 113/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2002 को प्राप्त हुआ था ।

[स. एल.-17012/28/98-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1520.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 113/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 04-04-2002.

[No. L-17012/28/98-IR(B-II)]

C GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R.P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 113 of 99

In the matter of dispute between—
Sh. Om Prakash Yadav
Central Zone National Life Insurance Employees Association (INTUC)
70 D Shyam Nagar
Kanpur

AND

The Divisional Manager
Life Insurance Corporation of India
Divisional Office
Agra

AWARD

1. Central Government Ministry of Labour, New Delhi, vide its notification no. L-17012/28/98/IR (B-II) dated 14-5-99 has referred the following dispute for adjudication to this Tribunal—

"Whether the action of Life Insurance Corporation of India in terminating the services w.e.f. 10-4-96 of Sri Om Prakash Yadav, temporary assistant was legal and justified? If not, what relief the workman is entitled to?"

2. It has been alleged in the statement of claim that the claimant Sri Om Prakash worked in the City Branch No. 6 of Life Insurance Corporation of India (hereinafter referred to as LIC for the sake of brevity) as temporary assistant for a total period of 252 days from 1-8-95 to 9-4-96. His name was called from Employment Exchange and after interview he was selected for the post of Assistant. After attaining sufficient knowledge and experience he was thrown out of job arbitrarily which is unjust, illegal and a malafide action of the management. The management permitted artificial breaks in the service of the workman for which he was not at fault and it is a clear cessation of work. The workman who worked from 1-8-95 to 9-4-96 for 252 days had become entitled to benefits under Section 25B, 25F and 25H of the Industrial Disputes Act and his removal from services with effect from 10-4-96 is illegal and malafide. He was also entitled to get benefit of privilege leave and casual leave as per LIC circular and if credit of Privilege Leave and casual leave is given his working days automatically moves to 284 days. The management of LIC even did not observe the instructions of 1993 on Recruitment of Temporary Employees. On the basis of aforesaid facts it has been prayed that the workman may be reinstated in service as the order of his termination of service is illegal and void.

3. The management of LIC have filed written statement in which it has been alleged that the appointment of the concerned workman was made as temporary assistant to meet the temporary increase in the work in the branch. It has been alleged that he was not selected according to the procedure prescribed under the rules for any permanent post in LIC. It has been alleged that according to the provisions of LIC Recruitment Instructions 1993, which relate to the temporary appointment of staff in LIC, the names were called from employment exchange and after interview the persons were engaged on temporary basis according to the aforesaid instructions. It has been alleged that temporary appointments are made to meet the temporary need in the office of LIC and such appointments are made for limited period and after expiry of the term of appointment the temporary appointment comes to an end, hence there is no question of termination of service. It has been alleged that the LIC Regulations have statutory force and in view of the provisions of Section 48 of LIC Act, the employees of LIC appointed under rules and regulations of LIC are not entitled to get protection of the provisions of the Industrial Dispute Act. It has been alleged that the workman was engaged as a temporary assistant at City Branch Office No. 6 at Agra because of exigency of service for temporary period, which automatically came to an end on the expiry of the said period. The first temporary appointment was made with effect from 7-8-95 to 5-10-95. Again he was appointed on 11-10-95 and was allowed to work upto 8-12-95 and from 12-12-95 to 10-1-96 and from 11-1-96 to 9-4-96, hence the total working days during the above mentioned temporary employment of the concerned workman come to 181 days only. It has been alleged that it is wrong that the concerned workman worked for a period of 252 days or for a period of 284 days. It has been alleged that he was given appointment purely on temporary basis as per temporary need of the Corporation. The temporary appointment was made for fixed period according to the aforesaid instructions and that engagement automatically came to an end on expiry of the temporary appointment, hence the concerned workman was not entitled to get protection of the provisions of Section 25F & 25H of the Act as non-renewal of contract of employment after expiry of its term is an exception of general rule relating to retrenchment. The Corporation always followed the provisions of LIC (Recruitment of Temporary Staff) Instructions 1993. The allegations made by the workman that the management did not follow these instructions are false and baseless. It has been alleged that the concerned workman was not retrenched by any order of LIC hence he was not entitled to get protection of the provisions of Section 25F and 25H of the Act and the reference should be decided in favour of the management and against the management.

4. The workman has filed rejoinder in which it has been stated the total number of working days come to 239 days and not 181 days as alleged by the management in its written statement. It has been alleged that giving appointment to the workman for a limited period and not renewing his contract of appointment shows misuse of authority by the officers of the LIC. It has been alleged that the concerned employee should be reinstated in service with full back wages as the management of LIC illegally terminated his services.

5. The workman examined himself as W.W1 and filed 10 documents marked ext.W-1 to W-10 in support of his case. The management examined Sri L.P. Bhargav retired Senior Branch Manager

of LIC Branch Agra as M.W.1 and filed 16 documents Ext. M.1 to M.16 in support of their case.

6. I have heard the authorised representatives for both the sides and have gone through the record of the case. Any reliable evidence on the record does not support the case of the workman that he continuously worked from 1-8-95 to 9-4-96. His first appointment letter dated 1-8-95 is Ext.M2 on record. In compliance of this order he joined his duties in Agra Branch No. 6 of LIC on 7-8-95. His joining report Ext. M.3 is on record. His term of appointment was extended for 60 days vide order dated 10-10-95, which is Ext. M.4 on the record. In compliance of that order he joined his duties on 11-10-95, which continued till 9-12-95. Again his term of appointment was extended vide order dated 15-12-95 with effect from 12-12-95 and it was clearly mentioned that his appointment shall come to an end on 10-1-96. His term of appointment was again extended vide order dated 12-1-96 which came to an end on 10-3-96. Finally his term was extended for 30 days vide order dated 9-3-96 and his term came to an end on 9-4-96. Thus he did not work for 240 days during the aforesaid period. His service came to an end in the evening of 9-4-96 in accordance with the terms and conditions given in the extension letter dated 9-3-96 Ext. M.7. The workman has admitted in his statement of claim that during the aforesaid period from 1-8-95 to 9-3-96 there was cessation of work for no fault of his. This shows that he was not in continuous service even from 9-8-95 to 9-4-96.

7. The authorised representative for the workman has argued that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to his actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

8. The authorised representative for the management has argued that Om Prakash Yadav was appointed as temporary assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions 1993 for a limited period. His term of appointment came to an end after expiry of the term of his last extension and his cessation of service with effect from 9-4-96 did not come within the definition of retrenchment as given under Section 2(oo) of the I.D. Act because his appointment came within the exception as provided in Section 2(oo) (bb) of ID Act. Provisions of clause (bb) of Section 2(oo) are exception to the definition of retrenchment. In other words the termination of service as mentioned in clause (bb) does not come within the definition of retrenchment. The provisions of clause (bb) of Section 2(oo) of the I D Act are as follows

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.

From the aforesaid provisions of clause (bb) of Section 2(oo) of the I.D. Act, it is evident that termination of service of a workman as a result of non-renewal of contract of the employment between the employer and the workman concerned or on expiry of such contract being terminated under a stipulation in that behalf contained therein does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end on 9-4-96 according to the terms and conditions mentioned in his last letter of extension of service and the term of contract of employment was not renewed after 9-4-96, hence his case was squarely covered by the exception clause (bb) of Section 2(oo) of the Act and his termination of service on the expiry of the term of employment cannot be held to be a retrenchment as defined under Section 2(oo) of the Act. As the termination of his service was by efflux of time as contained in the last letter of his extension of service, his termination of service could not be held to be retrenchment as defined under Section 2(oo) of the Act. The provisions of Section 25F of the Act are to be complied in the cases of retrenchment of the workman hence non compliance with the provisions of section 25F of the Act in this case is of no consequence and could not render the automatic termination of service of the concerned workman as illegal and void.

8. In a similar case of Ramesh Prasad versus Registrar U.P. Cooperative Society Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under—

> The application under Section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of Section 6N of the U.P. Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him.

In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

9. The aforesaid case related to U.P. Industrial Disputes Act, whose provisions are similar to the provisions of the I.D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

10. The authorised representative for the management has drawn my attention towards judgement passed in Birla VXL Ltd. versus State of Punjab and others 1999 (1) LLJ page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under—

The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconducted and upholding his reinstatement with full back wages.

11. The law laid down in the case cited above also applies to the facts of this case.

12. The authorised representative for the workman has argued that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to his actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

13. The authorised representative for the workman has argued that provisions of section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In view of findings recorded above, I have held that the management has not committed breach of provisions of section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act, hence provisions of section 25H of the Act also did not apply in his case. Secondly there is no evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of section 25H of the Act shall not apply to this case also because section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

14. The authorised representative for the workman has relied on some rulings /judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

15. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assistant for limited period was malafide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistants was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the interview letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to him from time to time cannot be held to be malafide and arbitrary as such appointments and extension were given according to the need of different branch offices of LIC at Agra.

16. In view of findings recorded above, I hold that the termination of service of Om Prakash Yadav with effect from 9-4-96 was not illegal and unjustified and the concerned workman is not entitled to get any relife in pursuance of the reference made to this Tribunal.

17. The reference is answered accordingly against the workman.

R.P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1521.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 110/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2002 को प्राप्त हुआ था ।

[सं. एल-17012/29/97-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1521.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 110/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 04-04-2002.

[No. L-17012/29/97 IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 110/98

In the matter of dispute between :

Km. Kanta

Through General Secretary,

Central Zone National Life Insurance Employees Association,

70-D, Shaym Nagar, Kanpur

AND

Sr. Divisional Manager,

Life Insurance Corporation of India,

Divisional Office,

Sanjay Palace, Agra

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-17012/29/97-IR (B-II) dated 29-6-93 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Life Insurance Corporation of India in terminating the services of Kumari Kanta with effect from 26-4-96 is legal and justified ? If not, to what relief the said workman is entitled ?

2. On behalf of the workman statement of claim has been filed with allegations that Kumari Kanta worked in City Branch Office No. 1, Agra of LIC for a total period of 288 days from 14-8-95 to 25-4-96. Her name was called from employment exchange and after test and interview she was selected and was given appointment. When she had attained sufficient knowledge and experience of the post of temporary assistant she was thrown out of job arbitrarily and in illegal manner. It has been alleged that her working days come to 288 days when the leave due to her is added to the same. It has been alleged that she worked for 288 days preceding one year from the date of termination hence she was entitled to get benefit of the provisions of Section 25F and 25H of the Industrial Disputes Act. It has been alleged that no notice and retrenchment compensation as required under Section 25F of the Act was given to her hence her termination of service is illegal and she is entitled to be reinstated in service with full back wages.

3. The management has filed written statement with contention that it is correct that the name of the concerned workman was called from employment exchange and as per departmental instructions she was selected as temporary assistant and temporary appointment was given to her from time to time. The concerned workman worked only for 239 days as per appointment letter and extension letters issued to the concerned workman. The management denied that the concerned workman worked for 288 or for more than 240 days and was entitled to get benefit of the provisions of Section 25F and 25H of the Industrial Disputes Act. When the concerned workman applied for casual leave the same was granted to her and other leave due to the concerned workman on the date of expiry of the terms of appointment lapsed as per terms and conditions given in her appointment letter. The LIC followed the Instructions contained in LIC of India (Employment of Temporary Staff) Instructions, 1993 and there has not been any deviation from these instructions. No written test was taken at the time of selection and the workman was appointed after taking interview and typing test. It has been alleged that engagement of the concerned workman was purely temporary in terms of regulation 8 of LIC Staff Regulations, 1960 which did not confer any right to the concerned workman of absorption in the service of the LIC. The workman was appointed purely on temporary basis each time and the concerned workman was issued the letter of appointment and extension for a fixed period. It has been alleged that the employment of the concerned workman had come to an end automatically by efflux of time. It has been alleged that she had no one year continuous service to her credit hence provisions of Section 25F and 25H of the Industrial Disputes Act are not

attracted at all in her case. It has been alleged that the concerned workman is not entitled to get any relief in pursuance of reference made to this tribunal.

4. On behalf of the workman rejoinder has been filed in which it has been alleged that calculation of the working days of the workman comes to 240 days and not 239 days. It has been alleged that the management misused its power by giving appointment to the concerned workman for fixed period. Other facts as alleged in the claim statement have been reiterated.

5. The workman examined herself as M.W.1 and filed 10 documents Ext. W.1 to W.10. Management examined Sri N. K. Raizada as M.W.1 in leading case I.D. Case No. 106/98 and filed 21 marked M.1 to M.21 in support of its case.

6. I have heard the authorised representative for both the parties and have gone through the record of the case.

7. Both the parties have filed appointment letters and extension letters issued by the management in favour of Kumari Kanta. From the appointment and extension letters it appears that she worked for 239 days only. The case of the workman is that she earned the earned leave during the course of service but she did not avail earned leave hence leave should be added to her working days and thus her working days go to 288 days. This contention appears to be without any basis because the leave which was earned by Kumari Kanta during the course of service, could not be counted to her working days. It is clearly provided in her appointment letter that the leave earned by her during the course of her service and not availed shall lapse on the expiry of her term of appoiotment. As her term of appointment came to an end on 26-4-96 earned leave due to her lapsed on that day and the same could not be counted to her working days after her service came to an end. There was a break of 11 days in her service from the date of her appointment till the termination of her service on 25-4-96. She admitted that during that period of 11 days she did not work and she was not paid salary for that period. This is sufficient to indicate that she was not in continuous service of LIC during 240 days before the date of her termination of her service. I, therefore, hold that she was entitled to get protection of provisions of Section 25F of Industrial Disputes Act because she was not in continuous service for 240 days before termination of her service.

8. The authorised representative for the workman has aruged that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to her actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

9. The authorised representative for the management has argued that the concerned workman was appointed as temporary Assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions, 1993 for a limited period hence her term of appointment came to an end after expiry of the term of her last extension in service and her cessation of service with effect from 28-4-96 did not come within the definition of retrenchment as given under Section 2(oo) of the Industrial Disputes Act, because her appointment came within the exception as provided under Section 2 (oo)/(bb) of the I.D. Act. The provisions of clause (bb) of Section 2(oo) of I.D. Act are exception to the definition of retrenchment. In other words termination of service as mentioned in clause (bb) does not come within the definition of retrenchment. The provisions of clause (bb) of Section 2(oo) of the Act are as follows :

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.

10. From the aforesaid provisions of clause (bb) of Section 2(oo) of the I.D. Act it is evident that termination of service of a workman as a result of non-renewal of contract of empolyment between the employer and workman concerned or on expiry of such contract being terminated under stipulation in that behalf contained there in does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end on 27-4-96 according to the terms and conditions mentioned in her last order of extension of service and the term of contract of the employment was not renewed after 27-4-96 hence her case was squarely covered by the exception clause of Section 2(oo) of the Act. As termination of her service was by efflux of time as contained in the last letter of extension of her service, her termination of service could not be held to be a retrenchment as defined under Section 2(oo) of the Act. The provisions of Section 25F of the I.D. Act are to be complied with in the cases of retrenchment of workman hence non-compliance with provisions of Section 25F of the

Act in this case is of no consequence and the concerned workman is not entitled to protection of provisions of Section 25F of Industrial Disputes Act.

11. In a similar case of Ramesh Prasad versus Registrar, U.P. Cooperative Society, Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under :

> The application under Section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of Section 6N of the U.P. Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

12. The aforesaid case related to the provisions of U.P. Industrial Disputes Act, whose provisions are similar to the provisions of the I.D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

13. The authorised representative for the management has drawn my attention towards judgment passed in Birla VXL Ltd. versus State of Punjab and others 1999 (1) LLJ page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under :

> The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

14. The law laid down in the case cited above also applies to the facts of this case.

15. The authorised representative for the workman has argued that provisions of Section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breech of provisions of Section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act, hence provisions of Section 25H of the Act also did not apply in her case. Secondly there is no evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of Section 25H of the Act shall not apply to this case also because Section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

16. The representative for the workman has relied on some rulings/judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. But I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

17. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assistant for limited period was malafide and arbitrary. But I do not find any force in this connection. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistant was to be made candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the interview letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to her from time to time cannot be held to be malafide and arbitrary as such appointments and extension were given according to the needs of different branch offices of LIC at Agra.

18. In view of findings recorded above, I hold that the termination of service of Kumari Kanta with effect from 26-4-96 is legal and justified and the concerned workman is not entitled for any relief.

19. Reference is answered accordingly.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1522—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल इंश्यूरेंस कं. लि के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या 79/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-04-2002 को को प्राप्त हुआ था।

[सं. एल-17012/32/94-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1522.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 79/95) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of National Insurance Company Limited and their workman, which was received by the Central Government on 01-04-2002.

[No. L-17012/32/94-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 79 of 1995

Sh. Raj Kumar,
C/o Distt. President,
L.M.S. -63-Kailash Nagar,
Model Town,
Ambala City. Petitioner

Versus

Sr. Divisional Manager,
National Insurance Comp. Ltd.,
106, Metro Moter Building,
Railway Road,
Ambala City. Respondent

REPRESENTATIVES :

For the workman : None.

For the management : Sh. Parminder Singh

AWARD

(Passed on 4th March, 2002)

The Central Government, Ministry of Labour, vide Notification No. L-17012/32-94-IR(B-II) dated Nil has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of National Insurance Co. Ltd. Ambala in terminating the services of Shri Raj Kumar w.e.f.12-10-92, is legal and justified ? If not, to what relief is the workman entitled to ?"

2. None appeared on behalf of the workman despite notice. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Govt. as not persued. Central Govt. be informed.

S. M. GOEL, Presiding Officer

Chandigarh :
Dated : 4-3-2002

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1523—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 111/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-4-2002 को प्राप्त हुआ था।

[सं. एल-17012/37/97-आईआर(बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1523.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman which was received by the Central Government on 4-4-2002.

[No. L-17012 37 97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R. P. PANDEY PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 111 of 1998

In the matter of dispute between:

Jai Pal Singh through
The General Secretary
Central Zone National Life Insurance
Employees Association
70-D Shyam Nagar
Kanpur.

AND

The Senior Divisional Manager
Life Insurance Corporation of India
Divisional Office
Sanjai Palace
Agra.

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-17012/37/97-IR(B-II) dated 29-6-98 has referred the following dispute for adjudication to this tribunal :—

> Whether the action of the management Life Insurance Corporation of India in terminating the services of Jai Pal Singh with effect from 22-11-96 is legal and justified? If not to what relief the said workman is entitled?

2. The workman has filed statement of claim with allegations that he worked in CBO and DBO Agra of Life Insurance Corporation of India as temporary Assistant for total period of 284 days from 6-3-96 to 22-11-96. His name was called from employment exchange and after interview he was selected and appointed as temporary assistant. As he had worked for more than 240 days he was entitled to get protection of the provisions of section 25F and 25H of the Industrial Disputes Act. It has been alleged that privilege and casual leave earned by him has been added to the actual working days and thus his total working days come to 284 days. It has been alleged that he has become entitled to be absorbed in regular service of LIC. On the basis of these allegations it has been prayed that he may be reinstated in service with full back wages.

3. The management of LIC filed written statement with contention that the workman was employed as temporary assistant in different branches of LIC Agra when required. He worked for 230 days only although not continuously. It has been alleged that his name was called from employment exchange for temporary employment and after selection he was given such appointment for limited period according to the instructions contained in LIC (Employment of Temporary Staff) Instructions 1993 and there has never been any deviation from these instructions. It has been alleged that the leave, which was earned by the workman during the course of service lapsed on the date of termination in view of terms of the appointment order. It has been alleged by the management that his service automatically came to an end by efflux of time. It has further been alleged that the workman is not entitled to get protection of section 25F and 25H of Industrial Disputes Act. The workman has no right to be absorbed in the regular service of the LIC and reference should be decided in favour of the management.

4. The workman has filed rejoinder in which facts alleged in the statement of claim have been reiterated.

5. The workman examined himself as WW1 and filed 13 documents marked Ext. W1 to Ext. W13 in support of his case. The management examined Hans Raj Botla in leading Industrial Dispute case no. 102/98 and filed 20 documents marked Ext. M. 1 to M. 21 in support of its case.

6. I have heard the authorised representatives for both the parties and have gone through the record of the case.

7. The workman has stated on oath that he had worked for 284 days during the period from 16-3-96 to 22-11-96. He stated that the privilege leave and casual leave earned by him during the course of service is also included in 284 days. In his appointment letter it was clearly mentioned that is leave shall lapse on the date of termination of service hence there was no justification for adding the same to his working days. In cross examination this witness admitted that he was given appointment letters for working in different branches of LIC for limited periods and in all those appointment letters it was clearly mentioned as to when his employment shall come to an end. He also admitted that his attendance was taken in the office. From the attendance register as well as from the appointment letters it is evident that the workman worked for 230 days only in the different branches of LIC. I am, therefore, not prepared to believe the case of the workman that he worked for more than 240 days before the termination of his service and was entitled to get protection of provisions of section 25F of Industrial Disputes Act.

8. The authorised representative for the workman has argued that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to his actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The direction given in that circular applied to that case only and cannot be made applicable to the facts and circumstances of the present case.

9. The authorised representative for the management has argued that the concerned workman was appointed as temporary assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions 1993 for a limited period. His term of appointment came to an end after expiry of the term of his last extension and his cessation from

service with effect from 22-4-96 did not come within the definition of retrenchment as given under section 2(00) of the I.D. Act because his appointment came within the exception as proided in Section 2(oo)(bb) of ID Act. Provisions of clause (bb) of section 2(oo) are exception to the definition of retrenchment. In other words the termination of service is mentioned in clause (bb) does not come within the definition of retrenchment. The provisions of clause (bb) of section 2(00) of the I.D. Act are as follows :—

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein ;

From the aforesaid provisions of clause (bb) of Section 2(00) of the I.D. Act, it is evident that termination of service of a workman as a result of non renewal of contract of the employment between the employer and the workman concerned or on expiry of such contract being reinstated under a stipulation in that behalf contained therein does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end on 22-11-96 according to the terms and conditions mentioned in his last letter of extensitn of service and the term or contract of employment was not renewed after 22-11-96, hence his case was squarely covered by the exception clause (bb) of section 2(00) of the Act and his termination of service on the expiry of the term of employment cannot be held to be a retrenchment as defined under section 2(00) of the Act. As the termination of his service was by efflux of time as contained in the last letter of his extension of service. his termination of service could not be held to be retrenchment as defined under section 2(00) of the Act. The provisions of sectiion 25F of the Act are to be completed in the cases of retrenchment of the workman hence non compliance of the provisions of section 25F of the Act in this case is of no consequence and could not render the automatic termination of service of the concerned workman as illegal and void.

10. In a similar case of Ramesh Prasad versus Registrar U.P. Cooperative Society Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under :—

> The application under section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of section 6N of the UP Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

11. The aforesaid case related to U.P. Industrial Disputes Act, whose provisions are similar to the provisions of the I.D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

12. The authorised representative for the management has drawn my attention towards judgment passed in Birla versus State of Punjab and others 1999(1) LLJ at page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under :—

> The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

13. The law laid down in the case cited above also applies to the facts of this case.

14. The authorised representative for that workman has argued that provisions of Section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions. which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breach of provisions of Section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act. hence provisions of Section 25H of the Act also did not apply in his case. Secondly there is no evidence that any further recruitment for the post of Assistant and temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of Section 25H of the Act shall not apply to this case also because Section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

15. The representative for the workman has relied on some rulings/judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

16. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assistant for limited period was mala fide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistant was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the interview letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to him from time to time cannot be held to be mala fide and arbitrary as such appointments and extensions were given according to the need of different branch offices of LIC at Agra.

17. In view of findings recorded above, I hold that the termination of services of Jai Pal Singh with effect from 22-11-96 was neither illegla nor unjustified hence the concerned workman is not entitled to get any relief in pursuance of the reference made to this Tribunal.

18. The reference is answered accordingly against the workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1524.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी.आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 113/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-02 को प्राप्त हुआ था।

[सं. एल-17012/39/97-आईआर (बी.-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1524.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Goernment hereby publishes the award (Ref. No. 113|99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 4-4-2002.

[No. L-17012|39|97-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R. P. PANDEY PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 113 of 1999

In the matter of dispute between :

Santosh Kumar Nagar through
The General Secretary
Central Zone National Life Insurance
Employees Association
70-D Shaym Nagar
Kanpur

AND

The Senior Divisional Manager
Life Insurance Corporation of India
Division Office
Sanjai Palace, Agra.

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-17012|39|97-IR (B-II) dated 29-6-98 has referred the following dispute for adjudication to this tribunal—

"Whether the action of the mangement Life Insurance Corporation of India in terminating the services of Santosh Kumar Nagar with effect from 26-10-96 is legal and justified ? If not to what relief the said workman is entitled ?"

2. The statement of claim has been filed on behalf of Sri Santosh Kumar Nagar with allegations that he worked in city branch office no. 2 of LIC Agra as temporary typist for total period of 280 days from 12-2-96 to 26-10-96. His name was called from employment exchange and after test and interview he was selected for the post of Typist. After attaining sufficient knowledge and experience he was thrown out of the job illegally. As he had worked for 280 days before termination of service he was entitled to get benefit of provisions of section 25F and 25H of the I.D. Act and his removal from service is illegal being passed in violation of the provisions of section 25F of the Act. It has been alleged that leave which was due to him has been added to his actual working days and thus his working days came to 280 days in accordance with LIC circular dated 3-4-79. It has been alleged that the termination of service of the concerned workman is malafide and arbitarily. On the basis of these allegations it has been prayed that the workman may be reinstated in service with full back wages.

3. Management has filed written statement in which it has been admitted by the management that the names were called from employment exchange for making appointment against temporary post of typist and assistant in the local offices of the LIC at Agra. It has been alleged that the concerned workman worked for 215 days only. The manageemnt denied that the concerned workman worked for 280 days. It has been alleged that the selection and appointment of the concerned workman was made by the

management in accordance with the instructions contained in LIC (Employment of Temporary Staff) Instructions 1993 and there has never been any deviation from these instructions. It has been alleged that the appoitment of the concerned workman on temporary post was made for a limited period and extensions were also made for fixed periods and his services automatically came to an end after expiry of term of employment. It has been alleged that the leave earned by the concerned workman lapsed after termination of service in accordance with the terms and conditions given in the appointment letter. Hence the leave period could not be added to the working days. It has been alleged that the concerned workman was temporarily appointed for a limited period and he had no right to be absorbed in the service of LIC. It has further been alleged that the claim of the concerned workman is liable to be rejected and the reference should be decided in favour of the management.

4. On behalf of the workman rejoinder has been filed in which facts alleged in the statement of claim have been reiterated.

5. Workman examined himself as WW1 and filed 9 documents marked Ext. W.1 to W.9 Management examined Sri N. K. Raizada as M.W.1 in leading I.D. Case no. 106 of 98 and filed 19 documents marked Ext. M.1 to M.10 in support of its case.

6. I have heard the authorised representatives for both the parties and have gone through the record of the case.

2. The concerned workman has stated on oath that he had worked for 280 days in which earned leave earned by him is also added. It was clearly mentioned in his appointment letter that the leave earned by him shall lapse on the date of termination of his service. When leave earned by him lapsed on the termination of his service there was no question of adding the same to his working days. The management has clearly mentioned in paragraph 3 of the written statement that the concerned work man worked only for 215 days. All the days on which the concerned workman worked have been given in this paragraph. The appointment letter and extension letters issued by the management to the concerned workman from time to time support the aforesaid statement made in the written statement. The workman has filed the very appointment letter and extension letters also. The record shows that the concerned workman was not in continuous service of the LIC from the date of first appointment till the date of termination of hiis service. The concerned workman has admitted that his appointment was made for fixed term and the extensions were also given for the fixed terms and his employment came to an end after expiry of the last term of employment given by the last extension letter. Thus there is no order of termination of service passed by the management terminating his services. His service came an end by efflux of time as given in the last extension letter. The record shows that he worked only for 215 days hence he was not entitled to get protection of section 25F of Industrial Disputes Act as has been alleged in the statement of claim.

7. The authorised representative for the workman has argued that all casual leave and privilege leave which was not availed by the workman during the course of service should be added to his actual working days. He has relied on the circular dated 3-4-89 issued by the Life Insurance Corporation of India. I have gone through that circular and find that that circular has been issued in connection with the implementation of terms of the compromise made in the case mentioned in the circular. The circular was applicable to that case only and cannot be made applicable the facts of the present case. The authorised representative for the management has argued that the concerned workman was appointed as temporary assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions 1993 for a limited period. His term of appointment came to an end after expiry of the term of his last extension and his cessation of service with effect from 16-4-96 did not come within the definition of retrenchment as given under section 2(oo) of the I.D. Act because his appointment came within the exception as provided in section 2(oo)(bb) of ID Act. Provisions of clause (bb) of section 2(oo) are exception to the definition of retrenchment in other words the termination of service as mentioned in clause (bb) does not come within the definition of retrenchment. The provisions of clause (bb) of section 2(oo) of the I.D. Act are as follows :—

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein;

From the aforesaid provisions of clause (bb) of Section 2(oo) of the I.D. Act, it is evident that termination of service of a workman as a result of non-renewal of contract of the employment between the employer and the workman concerned or on expiry of such contract being terminated under a stipulation in that behalf contained therein does not come within the definition of retrenchment. In this case also the term of employment of the workmen finally came to an end on 26-10-96 according to the terms and conditions mentioned in his last letter of extension of service and the term of contract of employment was not renewed after 16-4-96. hence his case was squarely covered by the exception clause (bb) of section 2(oo) of the Act and his termination of service on the expiry of the term of employment cannot be held to be a retrenchment as defined under section 2(oo) of the Act. As the termination of his service was by efflux of time as contained in the last letter of his extension of service, his termination of service could not be held to be retrenchment as defined under section 2(oo) of the Act. The provisions of section 25F of the Act are to be complied in the cases of retrenchment of the workman hence non compliance of the provisions of section 25F of the Act in this case is of no consequence and could not render the automatic termination of service of the concerned workman as illegal and void.

9. In a similar case of Ramesh Prasad versus Registrar U.P. Cooperative Society Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under :—

> The application under section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of section 6N of the U.P. Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

10 The aforesaid case related to U.P. Industrial Disputes Act, whose provisions are similar to the provisions of the I D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

11. The authorised representative for the management has drawn my attention towards judgment passed in Birla versus State of Punjab and others 1999 (1) LLJ page 234 in which the appointment of the workman was givenf or fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under :—

> The real question is whether the third respondent had a claim in employment beyond December 31, 1984. Having regard to the clear terms of the appointment order which he accepted by signing at the root thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondent's services would come to an end on December 31. 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cest by that letter The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

12. The law laid down in the case cited above also applies to the facts of this case.

13. The authorised representative for the workman has argued that provisions of Section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breach of provisions of Section 25F. As the concerned workman was not a retrenched workman as defined under the Industrial Disputes Act, hence provisions of Section 25H of the Act also did not apply in his case. Secondly there is no evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of Section 25H of the Act shall not apply to this case also because Section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

14. The representative for the workman has relied on some rulings/judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

15. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assistant for limited period was mala fide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistant was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC. which made selections after calling the candidates for interview. In the interview letters it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointees shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment In these circumstances, the appointment of the workman or even the extension in service given to him from time to time cannot be held to be mala fide and arbitrary as such appointments and extension were given according to the need of different branch offices of LIC at Agra.

16. In view of findings recorded above, I hold that the termination service of Santosh Kumar Nagar with effect from 26-10-96 is legal and justified and the concerned workman is not entitled for any relief.

17. Reference is decided accordingly.

R. P. PANDEY. Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1525.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी. ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध मे निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 114/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-4-02 को प्राप्त हुआ था।

[सं. एल-17012/40/97-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1525.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 114/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman which was received by the Central Government on 4-4-2002.

[No. L-17012/40/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 114 of 98

In the matter of dispute between :

Rakesh Kumar Sharma through
The General Secretary,
Central Zone National Life Insurance Employees Association,
70-D, Shyam Nagar,
Kanpur.

AND

The Senior Divisional Manager,
Life Insurance Corporation of India.
Divisional Office,
Sanjai Palace,
Agra.

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-17012|40|97-IR (B-II) dated 29-6-98 has referred the following dispute for adjudication to this tribunal—

Whether the action of the management of Life Insurance Corporation of India in terminating the services of Rakesh Kumar Sharma with effect from 16-2-96 is legal and justified ? If not, to what relief the said workman is entitled ?

2. On behalf of the workman statement of claim has been filed with allegations that he worked in DBO Agra of LIC as temporary typist for a total period of 272 days from 22-6-95 to 16-2-96. His name was called from the employment exchange and after test and interview he was selected for the post of typist. After he attained sufficient knowledge and experience of the post of typist he was thrown out of job immediately in an unjust and illegal manner. As he worked for 272 days he became entitled to the benefits of provisions of Sections 25B and 25F and 25H of the Industrial Disputes Act and his removal from service is illegal and mala fide. He is also entitled to get benefits of privilege leave and casual leave as per LIC circular dated 3-4-89 and if the credit of privilege leave and casual leave is given to him the working days automatically move to 272 days. The LIC management of Agra did not even observe the instructions of temporary employee recruitment 1993. It has been alleged that as per law of the land he is entitled to be absorbed in the regular service of the corporation. On the basis of these allegations he has prayed that he is entitled to be reinstated in service with full back wages.

3. The management of LIC filed written statement with contention that the concerned workman was employed as temporary typist for a limited period and after expiry of the period of employment his service automatically came to an end. It has been admitted in the written statement that his name was called from the employment exchange for giving temporary appointment for the post of typist and after interview and typing test he was selected and appointed as temporary typist for a limited period. The management denied that he worked for more than 240 days or for 270 days as alleged in the statement of claim. They denied that any test was taken at the time of appointment for giving regular employment. The temporary appointment was made on the basis of eligibility and interview only. It has been alleged that when he was appointed on temporary basis and each time the appointment was given for limited period and after expiry of fixed period his employment came to an end automatically. It has been alleged that the concerned employee was not entitled to get benefits of the provisions of Sections 25F and 25H of I.D. Act. It has been alleged that the corporation followed the instructions contained in LIC (Employment of Temporary Staff) Instructions, 1993 and there had never been any deviation from these instructions. As the appointment of the concerned employee was purely temporary for limited period it did not confer any right to the concerned workman for absorption in the service of the corporation. It has been prayed that the claim of the concerned employee be rejected out rightly and the reference should be decided in favour of the management.

4. On behalf of the workman rejoinder has been filed in which the facts alleged in the statement of claim has been reiterated and it has been alleged that the appointment given for fixed period was illegal and was misuse of powers. It has been further prayed that the concerned employee should be reinstated in service with full back wages.

5. The workman has examined himself as W.W.1 and filed 10 documents marked Exts. W-1 to W-10 in support of his case. The management examined Sri Hans Raj Botla in as leading I.D. Case No. 102 of 1998 and filed 7 documents marked Exts. M-1 to M-7 in support of its case.

6. The authorised representative for the workman has argued that the workman had worked for 272 days that is for more than 240 days hence he was entitled to get benefit of Section 25F of Industrial Disputes Act. But after going through the evidence on the record, I do not find any force in this argument. Rakesh Kumar Sharma W.W.1 stated on oath that he worked for 272 days in the District Branch Office, Agra of LIC. He stated that in view of circular dated 3-4-89 the leave due to him was to be added in the working days. I have gone through that circular Ext. W-3. That was issued to clarify the terms of the compromise filed in that case and the same cannot be made applicable to the facts of the present case. He admitted in his application Exts. M-7 and M-8 that he worked from 22-6-95 to 16-2-96 as temporary typist. Thus his working days came to 235 days. This fact is supported by

attendance register filed by the management also. I, therefore, hold that the concerned workman did not complete 240 days of work preceding one year before the date of termination of his service and was therefore not entitled to get protection of Section 25F of Industrial Disputes Act.

7. The authorised representative for the management has argued that the concerned workman was appointed as temporary assistant according to the provisions of LIC (Appointment of Temporary Staff) Instructions, 1993 for a limited period. His term of appointment came to an end after expiry of the term of his last extension and his cessation of service with effect from 16-2-96 did not come within the definition of retrenchment as given under Section 2(oo) of the I.D. Act because his appointment came within the exception as provided in Section 2(oo)(bb) of ID Act. Provisions of clause (bb) of Section 2(oo) are exception to the definition of retrenchment. In other words the termination of service as mentioned in clause (bb) dose not come within the definition of retrenchment. The provisions of clause (bb) of Section 2(oo) of the I.D. Act are as follows—

> Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein;

From the aforesaid provisions of clause (bb) of Section 2(oo) of the I. D. Act, it is evident that termination of service of a workman as a result of non-renewal of contract of the employment between the employer and the workman concerned or on expiry of such contract being terminated under a stipulation in that behalf contained therein does not come within the definition of retrenchment. In this case also the term of employment of the workman finally came to an end on 16-2-96 according to the terms and conditions mentioned in his last letter of extension of service and the term of contract of employment was not renewed after 16-2-96, hence his case was squarely covered by the exception clause (bb) of Section 2(oo) of the Act and his termination of service on the expiry of the term of employment cannot be held to be retrenchment as defined under Section 2(oo) of the Act. As the termination of his service was by efflux of time as contained in the last letter of his extension of service, his termination of service could not be held to be retrenchment as defined under Section 2(oo) of the Act. The provisions of Section 25F of the Act are to be complied in the cases of retrenchment of the workman hence non-compliance of the provisions of Section 25F of the Act in this case is of no consequence and could not render the automatic termination of srevice of the concerned workman as illegal and void.

8. In a similar case of Ramesh Prasad versus Registrar U.P. Co-operative Secretary, Lucknow 1998 (30) FLR 735 the Hon'ble High Court of Allahabad has held as under—

> The application under Section 6N of the U.P. Industrial Disputes Act also cannot be attracted in the facts and circumstances of the case. Since the appointment was for limited time, there was no ground for continuation beyond the period limited. Refusal of extension cannot be termed as retrenchment within the meaning of Section 6N of the U.P. Industrial Disputes Act. The petitioner knew that his service was for a limited period mentioned in the appointment letter. Thus it is not essential to give notice to him. In the present case the petitioner had notice of the date when his employment will cease by reason of his appointment being limited by time. The requirement of notice, therefore, was redundant.

8A. The aforesaid case related to U.P. Industrial Disputes Act, whose provisions are similar to the provisions of the I. D. Act, 1947. The law laid down in the case cited above fully applies to the facts of the present case also.

9. The authorised representative for the management has drawn my attention towards judgment passed by Birla versus State of Punjab and others 1999 (1) LLJ at page 234 in which the appointment of the workman was given for fixed period and his service came to an end after expiry of that period. The Hon'ble Supreme Court in that case held that the action of the management was valid and observed as under—

> The real question is whether the third respondent had a claim in employment beyond December 31, 1984,. Having regard to the clear terms of his appointment order which he accepted by signing at the foot thereof, the appellant was entitled to bring his employment to an end at the conclusion of the period of temporary employment. The letter stating that the third respondents services would come to an end on December 31, 1984 did not say that the services were being terminated because of any misconduct. There was no stigma whatever cast by that letter. The High Court was not in the circumstances warranted in conclusion that the services had been terminated because of the third respondents misconduct and upholding his reinstatement with full back wages.

10. The law laid down in the case cited above also applies to the facts of this case.

11. The authorised representative for the workman has argued that provisions of Section 25H of the I.D. Act are applicable to this case and the management has committed breach of these provisions, which has rendered the termination of the service of the concerned workman illegal. In findings recorded above, I have held that the management has not committed breach of provisions of Section 25F. As the concerned workman was not retrenched workman as defined under the Industrial Disputes Act, hence provisions of Section 25H of the Act also did not apply in his case. Secondly there is no reliable evidence that any further recruitment for the post of Assistant or temporary assistant has been made by the management after the termination of the service of the concerned employee hence the provisions of Section 25H of the Act shall not apply to this case also because Section 25H of the Act is attracted when the employer proposes to take into his employment other persons.

12. The representative for the workman has relied on some rulings/judgments passed by Hon'ble Supreme Court and other High Courts in support of the case of the workman. I do not consider it necessary to discuss them in this award. Those judgments turned up on their own facts and have no application to the facts of this case.

13. The authorised representative for the workman has argued that the appointment of the workman made on the post of Temporary Assistant for limited period was mala fide and arbitrary. But I do not find any force in this contention. The copy of requisition letter dated 28-2-95 sent to the employment exchange is on the record which shows that a panel of temporary assistant was to be made and candidates were to be engaged according to the demand of different offices of LIC. In compliance of that requisition letter names were sent to the LIC, which made selections after calling the candidates for interview. In the interview letter it was clearly mentioned that candidates were called for selecting them as a temporary assistant for limited periods. Even in the appointment letter it was clearly mentioned that appointments are being made for limited period and the appointee shall not be entitled to claim regular appointment against regular post. The workman joined the service after knowing fully well the terms and conditions of the appointment. In these circumstances, the appointment of the workman or even the extension in service given to him from time to time cannot be held to be mala fide and arbitrary as such appointments and extension were given according to the need of different branch offices of LIC at Agra.

14. Sri R. K. Sharma W.W.1 stated that after termination of his service other persons were appointed but he was not given opportunity of employment by LIC. This fact has not been pleaded in statement of claim. Thus aforesaid statement appears to be afterthought, which cannot be believed. Had there been any truth in that statement he must have pleaded the same in the statement of claim.

15. In view of findings recorded above, I hold that the termination of services of Rakesh Kumar Sharma with effect from 16-2-96 was neither illegal nor unjustified hence the concerned workman is not entitled to get any relief in pursuance of the reference made to this Tribunal.

16. The reference is answered accordingly against the workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का०आ० 1526.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल० आई० सी० ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 60/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार सरकार को 04-4-2002 को प्राप्त हुआ था।

[सं. एल-17012/44/94-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1526.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60|1995) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 04-04-2002.

[No. L-17012|44|94-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of and Industrial Dispute under Section 10(1)(d) of the I.D. Act. 1947.

Reference No. 60 of 1995

PARTIES :

Employers in relation to the management of L.I.C. of India.

AND

Their Workman

APPEARANCES :

On behalf of the Workman.—None.

On behalf of the Employers.—Shri R. R. Bhattacharya, Advocate.

STATE : Jharkhand. INDUSTRY : Insurance.

Dated, Dhanbad, the 15th March, 2002

AWARD

1. The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-17012|44|94-I.R.(B-2), dated the 4th April, 1995.

SCHEDULE

"Whether the action of the management of LIC of India, Patna in terminating and not regularising the services of Md. Nausad as Watchman is legal and justified ? If not, to what relief is the said workman entitled ?"

Case of the concerned workman according to W.S. in brief is as follows :—

2. The concerned workman in his W.S. submitted that as Watchman he worked at L.I.C. Patna on and from 1982 and his case is covered under the NIT Award (NIT 1 of 1985) gazetted on 18-4-86. He submitted that the Hon'ble Tribunal had given award to the effact that all candidates who worked as temporary workman for 70 days and more between the period from 1-1-82 to 20-5-85 will be appointed permanent in LIC. Referring the observation of the NIT in the said award the concerned workman submitted that he worked more than 70 days as temporary watchman/Peon in Class IV category during the said period and accordingly submitted petition for his recruitment in Watchman's cadre as per the Award but the management ignored his claim and also thereby ignored the direction given in the NIT Award. He submitted that management though conducted recruitment test on different occasions by that time ignored his claim. As a result the Union on his behalf raised an industrial dispute before the RLC(C) Patna for conciliation but that did not yield any result due to adamant attitude taken by the Management The management took the plea that for appointment to the post of Peon passing the written examination was necessary though it was not required in case of recruitment of watchman. He disclosed that in view of letters issued by the Management dt. 31-10-86 and 1-4-89 he appeared in the written test but could not succeed. He submitted that in para-55 of the Award Hon'ble NIT Judge observed that the test should be taken not for the sake of elemination. Accordingly he submitted his prayer for passing Award directing the Management to absorb him to the post of Peon with effect from August, 1990 with other benefits and compensation of Rupees one lakh

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in the W.S.

They submitted that a dispute relating to the Wage and other conditions of service, the condition for absorption in regular cadres etc. of the employees were referred to the NIT, Bombay for adjudication. In course of hearing of that Ref. Case i.e. Ref. Case No. 1 of 1985 all the Central Union participated and placed their pleadings. After hearing all sides Learned Judge, NIT passed his Award which was published in the Gazette of India on 7-6-86 and the same also was approved by the Apex Court. They submitted that on the basis of the said Award they issued a Circular bearing No. Ref. 2-D/622/BSP/86 dt. 18-9-86 giving guide lines in the matter of implementation of various provisions of the Award. They disclosed that Clause II of the said Circular deals with the formation of bool and other conditions of employment. Sub-clause VII of Clause II specifically dealt with the choice for inclusion in a particular Pool/category.

They submitted that the concerned workman who was employed as Coolie completed required number of days as such within the period as specified in Award. They also admitted that the concerned workman occasionally also worked as watchman. They further disclosed that in view of the Circular issued, the concerned workman submitted his application on 5-7-86 for inclusion of his name in the sub-staff category as he completed required number of days and accordingly he was allowed to appear in the test in the year 1986, 1989 and 1990 but he failed to qualify in the said test.

It has been further submitted by the management that as the concerned workman opted and applied for sub-staff and was allowed to compete for the post of sub-staff in terms of that NIT Award he said far the said Act but failed to qualify in the said test. Inspite of knowing all these facts, the Union of the concerned workman raised a purported dispute started demanding for his absorption. Accordingly, the management submitted their prayer for rejecting the claim of the concerned workman.

4. The points for decision in this reference are :—

"Whether the action of the management of LIC of India, Patna in terminating and not regularising the services of Md. Nausad as Watchman is legal and justified ? If not, to what relief is the said workman entitled ?"

DECISION WITH REASONS

5. It is admitted fact that the concerned workman worked under the management as Coolie|watchman during the period from 1-1-82 to 20-5-85. It is also admitted fact that during this period he worked more than 70 days.

It is also admitted fact that as industrial dispute over employment of temporary staff under LIC raised, a reference was made to the NIT Bombay for disposal and Award. Learned Judge, NIT Bombay after hearing all sides passed his Award in that reference case bearing No. 1 of 1985 and it was duly published in the Gazette of India on 7-6-86 and the same was also approved by the Hon'ble Apex Court. It has been submitted by the management that in view of the said Award they issued a circular bearing No. Ref. I-D| 622|ASP|86 dt. 18-9-86 giving guidelines in the matter of implementation of various provisions of the Award passed by the NIT. According to sub-clause vii of Clause II temporary watchman had been directed to opt their choice for inclusion in a particular post|category. They submitted that the concerned workman submitted his application on 5-7-86 for inclusion of his name in the sub-staff category as he completed required number of days as stipulated in the said Award. It is the contention of the management that as per recruitment of sub-staff a test including written test was required and the concerned workman was asked to appear in the said test held in the year 1986, 1989 and 1990. Concerned workman in his W.S. admitted this fact of his appearing in the written test in the year 1986 and 1989 but remained silent if he appeared in the written test held in 1990. It is the contention of the management that the concerned workman could not come out successfully in the written tests. The concerned workman too admitting this fact has referred to para 55 of the Award wherein it has been observed that test should be taken not for the sake of 'elimination'. From the submission of the concerned workman it is clear that the Award had provided provision for holding test of the employees for recruitment to the post of sub-staff by the management. Now the question is if the management conducted the said test for elimination of the concerned workman. It is seen that the concerned workman appeared in the written test on three occasions but on all occasions he could not succeed. There is no scope to say that the management did not give ample opportunity to the concerned workman for his coming out successfully but if he failed to come out successfully that should be considered as of his fault and not the fault of the management. It is not expected that an incompetent person should be recruited to oblige him taking his burden on the shoulder of the management. Question of test appears to ascertain how far he is mentally and physically fit to do the job. A person will automatically eliminate if he does not come out successfully. It is only to be looked into if the management intentionally eliminated the concerned workman taking that written test with any ulterior motive. I consider that onus absolutely lies on the concerned workman to establish such allegation. It is seen from the record that ample opportunities were given to the concerned workman to substantiate his own claim but he did not consider necessary to do so. Facts disclosed in his W.S. cannot be considered as substantive piece of evidence until and unless it is corroborated by cogent evidence. It is seen that the concerned workman though got ample opportunity did not turn up with a view to establish his claim. It is not the case of the concerned workman that following NIT Award the management did also not give any scope to appear in the test for regularisation of his service as sub-staff. Therefore until and unless the concerned workman is able to establish his allegation against the management there is little scope to say that being biased the management ignored his claim. No evidence is also forthcoming that the management took any arbitrary role or passed any illegal orders against the concerned workman. There is also no evidence that the management has violated the principles of natural justice by not recruiting him in the post of sub-staff inspite of his failure in the written test successively.

6. As such after careful consideration of all the facts and circumstances I hold that as the concerned workman has failed to substantiate his claim by adducing cogent evidence he is not entitled to get any relief.

In the result, the following Award is rendered :—

> "The action of the management of LIC of India, Patna in terminating and not regularising the services of Md. Nausad as Watchman is legal and justified. Consequently the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1527.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी. ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या 56/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-4-2002 को प्राप्त हुआ था।

[सं. एल-17012/68/94-आईआर(बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1527.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 56/95) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 1-4-2002.

[No. L-17012/68/94-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Ref. No. I. D. 56/95

Shri Chamanlal Khullar,
45 Rose Park,
Gulab Devi Hospital Road,
Jalandhar, City,
Panjab. .. Applicant

Versus

Senior Divisional Manager,
Life Insurance Corporation of India
Jeevan Parkash,
Model Town Road,
Jalandar City.

For the workman : None.

For the management : R. S. Longia.

AWARD

Dated : 5-3-2002

The Central Government, Ministry of Labour in exercise of powers conferred on them under section 10(1)(d) and sub-section 2-A of Section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-17012/68/94-IR(B-2) dated 1-6-1995 referred the following Industrial Dispute to this Tribunal :—

"Whether the action of the management of LIC of India, Jalandhar in removing Sri Chamanlal Khullar, Development Officer from service w.e.f. 16-2-91 is legal and justified ? If not, what relief is the said workman entitled to ?"

2. None has put up appearance on behalf of the parties despite their presence on the last date of hearing. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is dismised in default. Central Government be informed.

S. M. GOEL, Presiding Office

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1528.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 600/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-4-2002 को प्राप्त हुआ था।

[सं. एल-12011/49/2000-आईआर(बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O 1528.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 600/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on 08-04-2002.

[No. L-12011/49/2000 IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 3rd April, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 600/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act. 1947 (14 of 1947), between Sri N. Sundaram and the Management of Bank of Maharashtra, Chennai.)

BETWEEN

The President, .. I Party/Claimant
Tamil Nadu Banks' Deposit
Collectors Union,
Chennai.

AND

The Regional Manager, .. II Party/Management
Bank of Maharashtra,
Chennai.

APPEARANCE :

For the Claimant : Sri U. P. Shet, President

For the Management : Sri K. Vasudevacharyulu, Dy. Manager (Legal)
Sri P. Ravindran, Manager.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12011/49/2000-IR (B-II) dated 06-08-2001.

On receipt of the order of reference from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 600/2001 and notices were sent to both the *parties to the dispute, with a direction to appear before this* Tribunal on *05-09-2001* to prosecute this case further. Accordingly, the I Party/Claimant and the authorised representative for the II Party/Management were appeared and have prosecuted this case by filing their Claim Statement and *Counter Statement respectively.*

When the matter came up before me for final hearing on 06-03-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence filed on the side of the I Party/Claimant, and after hearing the arguments advanced by the authorised representatives on either side, this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

> "Whether the action of the management of Bank of Maharashtra is justified in terminating the services of Shri N. Sundaram, Daily Deposit Collector ? If not, what relief is he entitled to ?"

2. The averments in the Claim Statement of the I Party/ Claimant President, Tamil Nadu Bank's Deposit Collectors' Union (hereinafter refers to as Petitioner) are briefly as follows :—

The II Party/Management Bank of Maharashtra is one of the nationalised banks has daily deposit scheme known as Lokamangal Daily Deposit Scheme. In the Trichy branch of Bank of Maharashtra Sri Sundaram was appointed as the *deposit collector on 1-7-81.* He was collecting good amount of deposit at the door steps of the depositors of the bank and on an average, he was earning Rs. 1000 as commission per month. The Regional Manager after an inspection of the branch decided to stop the scheme at Trichy branch of the bank. *His decision for stopping the scheme at Trichy branch* based on monthly collection of deposit and total deposit of the branch under the scheme. As the deposit collection did not exceed Rs. 50,000 per month and the total deposit of the branch did not exceed Rs 10,00,000, he directed the Branch Manager by his circular dated 11-11-94 *to discontinue the* scheme. The Branch Manager addressed a letter dated 28th Noember, 1994 to Sri N. Sundaram *informing him that the* scheme of daily deposit *would be discontinued in the branch* with effect from 03-12-94. He was directed not to collect any deposits under the scheme and his services were terminated. According to the management of the bank, they invoked the terms of agreement for termination as Sri Sundaram is not a regular employee and he had signed a contract for service and not a contract of service. The management has agreed that his conduct was good during 13 years of service as deposit collector. His representation for re-appointment did not evoke any response from the management of the bank The action of the management in terminating the services of the deposit collector Sri N. Sundaram is wrongful. The High Court and the Supreme Court have decided that the deposit collector is a workman. So, the deposit collector Sri N. Sundaram has got protection under Industrial Disputes Act. The action of the management is wrongful and not justified on the ground that discontinuing one scheme of deposit and continuing other deposit scheme and banking activities and the services of the workman cannot be terminated Hence. it is prayed that the II Party/Management may be directed to reinstate Sri N Sundaram as deposit collector with back wages and last drawn commission of Sri N. Sundaram should be taken into consideration for back wages. If the II Party/ Management do not decide to reintroduce the scheme in Trichy. Sri N. Sundaram may be re-appointed as a clerk at the Trichy branch and his 13 years service may be taken to determine his pay scale.

3. *The averments in the Counter Statement of the II Party/* Management Bank of Maharashtra (hereinafter refers to as Respondent) are briefly as follows :—

In Tiruchirapalli branch of Bank of Maharashtra Sri N. Sundaram had been appointed as Authorised Representation under the bank's Lokmangal Daily Deposit Scheme. It was discontinued at that branch with effect from 3-12-94. The Authorised Representative had been appointed on the terms and conditions of an agreement entered into at Tiruchirapalli between the bank and the A.R. on the 1st day of July, 1981, specifically under the deposit scheme. As per terms of Clause 7 of the agreement, the A.R. in case wanted to terminate the said agreement, he could do so by giving a notice of one calendar month in writing to the bank of his intention to do so. The bank also had the right to terminate the contract under the said agreement by giving a notice of one calendar month in writing to the A.R. In terms of clause 8 of the said agreement, the bank shall be entitled in its sole discretion of suspend/discontinue the scheme in its entirety in which case, the agreement will stand automatically terminated. The bank decided to discontinue the deposit scheme at Tiruchirapalli branch w.e.f. 3-12-94 as the scheme was not found to be viable and clause 8 of the agreement had been invoked by which the agreement had been terminated. The A.R. had been duly informed on 28-11-1994 about the decision of the bank to discontinue the operation of the scheme w.e.f. 3-12-1994 as a result of which, the agreement entered into with the A.R. stood terminated from that date. Though the deposit collectors are declared to be workmen under Industrial Disputes Act, the Hon'ble Supreme Court which gave the ruling has quoted from its own authority that 'persons who are engaged on the basis of individual contracts to work on commission basis cannot be equated with regular employees. It has been held that 'not only are the mode of selection and qualifications not comparable, but even the work is not comparable. The work which the deposit collectors do is completely different from the work which the regular employees do. As such, the terms and conditions of the deposit collectors appointment/termination are only as per the terms and conditions that has been mutually agreed upon and incorporated in the agreement. The A.R. was authorised to collect daily deposit of not more than Rs. 50 per depositor and from not more than 200 depositors at any time which meant that a maximum of Rs. 2,50,000 should have been collected per month considering 25 working days in a month. The Head Office of the bank had analysed the deposit scheme in detail and decided to discontinue the scheme at branches, where the monthly collection by each A.R. is below Rs. .0,000 and the outstanding balance under the scheme is below Rs. 10,00,000, indecating that the scheme is not popular in a particular centre or area and therefore, not viable. Rs. 50,000 of business is only 20 per cent of the targeted business level. The average monthly collection by Sri N. Sundaram was less than Rs 50,000 at the time of termination of the scheme. In terms of the above decision by the Head Office, invoking the clause 8 n the agreement dated 1-7-1981 between the bank and the A.R., the bank decided to discontinue the said deposit scheme at Tiruchirapalli branch, where it was found to be not viable. as a result of which the services of. the A.R. *had to be discontinued w.e.f. 3-12-1994* which is valid in law. The A.R. had not been singled out for termination of his employment as borne out by the fact that termination of servicees of such deposit collectors became necessary wherever the deposit scheme has been found to be not viable and *therefore, discontinued, but the deposit scheme is still continued at other places* where it is found viable and the services of the deposit collectors are continued to be employed, which only corroborates the bank's stand that the *termination* of the services of Sri N. Sundaram is not malafide. The employment of the A.R. was confined to his role as a deposit collector at the particular branch i.e. Tiruchirapalli branch and his services were utilised with specific reference to the Lokmangal Daily Deposit Scheme only. The very nature of the Lokmangal Daily Deposit Scheme is such that the ARs are selected and appointed locally on the basis of their local standing and liaison with the local population which creates trust and confidence among the small depositors under the deposit scheme. These attributes of the CRs are very much essential for the implementation and continuation or *discontinuation* of the deposit scheme in a *particular* branch. In the same way, the *utility* of the ARs at a particular branch very much depends on the continuation of the deposit scheme which very much depends on its viability at a particular branch/centre. The transfer of such deposit collectors to any other branch where the scheme is being continued will not serve the purpose of business development for the bank since at the new place, he/she will not be familiar or conversant with the local population at the new place, which is the determining factor for success or failure of the scheme and its viability. The Hon'ble Supreme Court *in*

its judgement dated 13-2-2001 has held that though the deposit collectors are to be treated as workmen within the meaning of the term as defined in the Industrial Disputes Act, 1947, they are undoubtedly not regular employees of the bank. It is, therefore prayed that this Hon'ble Court may be pleased to hold that the action of the management of Bank of Maharashtra is justified in terminating the services of Sri N. Sundaram, daily deposit collector and the concerned workman is not entitled to any relief as claimed in the Claim Statement of the I Party.

4. When the matter was taken up for enquiry, the respective representatives on either side have given consent for marking documents filed on behalf of the I Party|Claimant as Ex. W1 to W3. No one has been examined as witness on either side. The learned representatives on either side have advanced their respective arguments.

5. The point for my consideration is—

"Whether the action of the management of Bank of Maharashtra is justified in terminating the services of Shri N. Sundaram, Daily Deposit Collector ? If not, what relief is he entitled to?"

Point :—

This industrial dispute has been raised by the President, Tamil Nadu Banks' Deposit Collectors Union, Chennai as Claimant espousing the cause of the daily deposit collector Sri N. Sundaram challenging the action of the respondent| Bank Management in terminating the services of the concerned workman as daily depeosit collector. It is admitted that the concerned workman Sri N. Sundaram was appointed as Authorised Representative under the bank's Lokmangal Daily Deposit Scheme under an agreement entered into Tiruchirapalli branch of the Respondnt|Bank and the concerned workman on 1-7-1981 under the deposit scheme. The concerned workman was authorised to collect daily deposit of not more than Rs. 50 per depositor and from not more than 200 depositors at any time. It is the contention of the Petitioner himself that the Regional Manager after an inspection of the branch decided to stop the scheme at Trichy branch of the bank and it was based on the fact that the deposit collection of that branch did not exceed Rs 50,000 per month and the total deposit of that branch did not exceed Rs. 10 lakhs. Ex. W1 is the xerox copy of the circular dated 11-11-1994 sent by the Regional Manager, Bank of Maharashtra to the Branch Manager, Tiruchirapalli branch of the Respondent|Bank. Under the circular, the Branch Manager of the Tiruchirapalli branch of the Respondent|Bank was instructed to take immediate steps as mentoned therein to discontinue the scheme of Lokmangal Daily Deposit Scheme on the ground that the collection made under the scheme monthly and outstanding balance under the head indicates that the scheme is not popular and is having a meagre share in the total deposits. In pursuance of the circular under Ex. W1, the Branch Manager of Tiruchirapalli branch of Respondent|Bank sent a communication dated 28-11-1994 to the concerned workman Sri N. Sundaram informing him about the decision taken to discontinue the overation of the scheme with effect from 3-12-94. The xerox copy of that letter is Ex. W2. It is the contention of the Petitioner|Claimant in the Claim Statement that the concerned workman Sri N. Sundaram was terminated from service because of the decision of the Respondent|Bank to discontinue that Lokmangal Daily Deposit Scheme in the Tiruchirapalli branch of the Respondent|Bank. The concerned workman gave a representation dated 18-2-1994 to the Regional Manager of the Respondent|Bank requesting him to reconsider his case and to allow him to serve the bank as before. The xerox copy of this letter is Ex. W3. It is contended in the Counter Statement of the Respondent|Management that in terms of the decision of the Head Office in discontinuing the Lokmangal Daily Deposit Scheme in Tiruchirapalli branch where it was found to be not viable, the services of the concerned workman Sri N. Sundaram, Authorised Representative was discontinued w.e.f. 3-12-1994 invoking the Clause 8 of the agreement dated 1-7-1981 between the bank and the Authorised Representative and it is valid in law. The I Party|Claimant would contend that the action of the Respondent|Management is wrongful and not justified in discontinuing the daily deposit collection scheme and continuing the other deposit scheme and banking activities and if the Respondent|Bank decide not to reintroduce the scheme in Trichy, the concerned workman may be reappointed as a Clerk at the Trichy branch and his 13 years service may be taken to determine his pay scale.

6. The reason given by the Respondent|Bank in discontinuing this daily deposit scheme at Tiruchirapalli branch is that the Bank Management having found that the monthly collection by each Authorised Representative is below Rs. 50,000 and the outstanding balance under the scheme is below Rs. 10.00 lakhs indicates that the scheme is not popular in that centre and it was found to be not viable. In the Counter Statement, it is further alleged that the termination of services of such deposit collectors became necessary wherever the deposit scheme has found to be not viable and therefore, discontinued, but the deposit scheme is still continued in other places, where it is found viable and the services of the deposit collectors are continued to be employed. This reason given by this Respondent|Bank in discontinuing this daily deposit scheme at Tiruchirapalli branch has not been denied as incorrect or false. It is also not disputed that the concerned workman was terminated from service as deposit collector in view of the decision taken by the Head Office of the Respondent|Bank by invoking clause 8 of the agreement dated 1-7-1981 between the Respondent|Bank and the concerned workman. This is alse not disputed as incorrect or unlawful. So, it cannot be said that it is arbitrary and unreasonable.

7. It is admitted in the Counter Statement itself that the Hon'ble Supreme Court in its judgement dated 13-2-2001 has held that 'the deposit collectors are to be treated as workmen within the meaning of the term as defined in the Industrial Disputes Act'. The case decided by the Hon'ble Supreme Court referred to by the Respondent|Management has been reported as (2001) 3 SCC 36 Indian Bank Association Vs. Workmen Syndicate Bank. In view of the decision of the Hon'ble Supreme Court holding that the deposit collectors of the bank are workmen, the concerned workman Sri N. Sundaram also can be considered as a workman of the Respondent|Bank of Maharashtra. In the said case, the Hon'ble Supreme Court has held that 'the persons who are engaged on the basis of individual contracts to work on commission basis cannot be equated with the regular employees doing similar work and that the mode of selection and qualification are not comparable to those of employees, even though the employees may be doing similar work'. It cannot be disputed that in the present case also not only mode of selection but also the qualification and the work of the regular employee of the bank is not comparable to the daily deposit collection agent employment and work. The work which deposit collectors do is completely different from the work which the regular employees do. It is further observed in that case by the Hon'ble Supreme Court that 'Under such circumstances, no question of absorption of the deposit collectors as a regular employees of the bank and no question of deposit collectors being paid the same scales and allowances and other services conditions of the regular employees of the banks.' As it is rightly contended by the learned representative for the Respondent|Management that the concerned workman Sri N. Sundaram canot be reistated in service of the Respondent|Bank, when the respondent|Bank has taken decision to discontinuing the daily deposit scheme in Tiruchirapalli branch, where the concerned workman was engaged under specific agreement. Further, it is the undisputed contention of the Respondent|Management that the said daily deposit scheme was decided to be discontinued in the Tiruchirapalli branch, where it was found to be economically not viable because of the inadequate deposit collection under that scheme. No contra evidence has been let in by the I Party|Claimant to arrive at a conclusion that the decision taken by the Respondent|Bank Management is wrong or incorrect. So under such circumstances, it cannot be said that the decision taken by the Respondent|Bank Management to discontinue the daily deposit scheme in the branches where it was not viable is an unjustifiable decision. Since the Hon'ble Supreme Court has held in the above cited case that the daily deposit collectors are workmen, they can claim the benefit under Section 25F of the Industrial Disputes Act. Admittedly before ever the concerned workman Srfi N. Sundaram has been disengaged by the Respondent|Bank Management as an Authorised Representative of the daily deposit collection under Lokmangal Daily Deposit Scheme, no prior notice or notice compensation was given to him by the Bank Management. In a case reported as AIR 1980 SC 1219 Between Santosh Gupta and State Bank of Patiala, the Hon'ble Supreme Court has held that compensation shall be payable to workmen, in case of closure of undertaking as if, the workmen had been retrenched as it is provided under Section 25F of Industrial Disputes Act, 1947. It is

further observed by the Hon'ble Supreme Court in that case 'that manifest object of these provisions is to so compensate the workmen for loss of employment as to provide him the where with all to subsist until he finds fresh employment." This decision of Hon'ble Supreme Court is quite applicable to the facts of this present case. Under such cirumstances, it can be concluded that the action of the management of Bank of Maharashtra is justified in terminating the services of Sri N. Sundaram, Daily Deposit Collector under the bank's Lokmangal Daily Deposit Scheme, but the concerned workman is entitled for retrenchment compensation under Section 25F of the Industrial Disputes Act, 1947. Thus, the point is answered accordingly.

8. In the result, an Award is passed holding that the action of the management of the II Party|Bank of Maharashtra, Chennai, in terminating the concerned workman Sri N. Sundaram as Authorised Representative of bank's Lokmangai Daily Deposit Scheme is justified. The Respondent|Management is directed to pay the concerned workman Sri N. Sundaram as retrenchment compensation, the amount equivalent to the amount he has earned as his commission for the period of one year immediately preceding to his non-employment. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 3rd April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

DOCUMENTS MARKED :

For I Party|Claimant :

Ex. No.	Date	Description
W1	11-11-1994	Xerox copy of the circular issued by the Regional Manager, Bank of Maharashtra to Branch Manager, Trichy regarding lokmangal Daily deposit Scheme.
W2	28-11-1994	Xerox copy of the letter from Branch Manager, Trichy Branch to the concerned workman regarding termination of agreement dated 1-7-1981.
W3	13-2-1995	Xerox copy of the representation of the concerned workman to Regional Manager, Bank of Maharashtra, Hyderabad.

For II Party/Management : Nil.

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1529.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या 74/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-4-02 को प्राप्त हुआ था।

[सं. एल-12012/102/95-आईआर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1529.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/95) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 01-04-2002.

[No. L-12012/102/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 74 of 1995

Sh. Madan Lal Zanott,
S/o Kalo Ram,
H. No. 583, Sadar Bazar,
Darabi Line,
Karnal. .. Petitioner

Versus

Regional Manager,
Punjab National Bank,
Sector 13,
Kothi No. 1154,
Urban Estate,
Karnal. . Respondent

REPRESENTATIVES :

For the workman : None.

For the management : Sh. Brejender Batra.

AWARD

(Passed on 20-2-2002)

The Central Government, Ministry of Labour vide Notification No. L-12012/102/95-I R.(B-2) dated 25th August, 1995 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab National Bank, Karnal in dismissing Sri Madan Lal Zanott, Clerk-cum-Cashier, from service w.e.f 3-8-90 is legal and justified ? If not, what relief is the said workman entitled to ?"

2. None appeared on behalf of the workman despite notice. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Government as not persued. Central Government be informed.

S. M. GOEL, Presiding Officer

Chandigarh :

Dated : 20-2-2002

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1530.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 233/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-4-02 को प्राप्त हुआ था।

[सं. एल-12012/110/97-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1530.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 233/97) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between

the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 08-04-2002.

[No. L-12012/110/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 233/97

In the matter of dispute :

BETWEEN

Sri Raj Kumar Rawat,
C/o S. K. Pant,
162 Model House,
Lucknow.

AND

The Deputy General Manager,
Central Bank of India,
Zonal Office,
Vidhan Sabha Marg,
Lucknow.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/110/97-IR(B-II) dated 26/27-11-97 has referred the following dispute for adjudication to this tribunal—

"Whether the action of the management of Central Bank of India, Varanasi to discharge Sh. Raj Kumar Rawat workman (PTS) from service w.e.f. 14-9-93 is legal and justified ? If not to what relief he is entitled ?"

2. The workman has filed statement of claim with contentions that he was appointed as part time sweeper in Central Bank of India, Sikanderpur Branch on 6-1-86 on a consolidated salary of Rs. 100 per month. Subsequently he was paid his salary on the basis of 1/3rd of scale wages and allowances like Dearness Allowance etc. The workman was served with a charge sheet dated 20-6-90. It has also been alleged that the charges levelled against him were vague and the enquiry officer held the enquiry against him in violation of purpose of natural justice hence the enquiry proceedings were violated. It has also been alleged that the disciplinary authority passed the impugned order of punishment on the basis of enquiry report, which was perverse. On the basis of enquiry report the disciplinary authority discharged him from service with effect from 14-9-93. It has also been alleged that the order of punishment passed against him was illegal and is liable to be quashed.

3. The management of Central Bank of India filed written statement in which it has admitted that the concerned workman was appointed as part time sweeper and later on he was promoted on 1/3rd pay scale. It has been clearly stated by the management that before getting appointment the concerned workman produced false and forged TC and mark sheet on the basis of which he was given appointment in the year 1986. It has also been alleged that in the examination which was held in Lucknow on 21-7-89 for promotion of part time safai karmchari on regular post, the concerned workman instead of appearing himself fraudulently deputed Sri Tuntun on his behalf and thus the workman not only obtained appointment by producing false certificate but he also cheated the bank by deputing some one else to appear in the examination on his behalf. It has been contended that a proper charge sheet was given and the enquiry officer after holding the enquiry in accordance with principles of natural justice held guilty him of the charges levelled against him and submitted his finding to the disciplinary authority. It has been alleged that disciplinary authority agreed with the findings of the enquiry officer and also gave personal hearing to the concerned employee and passed impugned order of punishment thereafter. It has also been alleged that the appellate authority dismissed appeal filed by him against the impugned order of discharge after considering the facts and circumstances of the case. It has been alleged that there is no illegality in the impugned order of punishment passed against him.

4. The workman filed rejoinder in which the allegations made in the written statement have been denied.

5. After hearing both the parties a preliminary issue regarding fairness of the domestic enquiry was framed by this Tribunal. The parties did not adduce any oral evidence on preliminary issue and the documents filed by the parties were exhibited with the consent of the parties. After considering the evidence on record and arguments advanced by the parties that preliminary issue was decided on 6-11-2000 against the workman and in favour of the management. In that findings this tribunal held that domestic enquiry conducted by the management against the concerned workman was fair and proper. Thereafter I have heard the authorised representative for the workman on the quantum of punishment and none appeared from the side of management.

6. The authorised representative for the workman has argued that the concerned workman was safaiwala and punishment of discharge imposed upon him was not in proportion to the gravity of misconconduct. After going through the record of the case I do not find any force in this case. It is established beyond doubt from the evidence on record that the concerned workman produced false and forged TC and mark sheet for getting appointment on the post of part time safaiwala in Sikanderpur branch of the bank. It is also proved beyond doubt that in the examination held on 21-7-89 for giving regular appointment on the post of sub staff the concerned workman instead of appearing in the examination deputed Sri Tuntun to appear in the examination, as he was illiterate person. Thus it is established beyond doubt that he tried to deceive the bank not only in getting appointment on the post of part time safaiwala but he also played fraud against the bank by deputing some one else for appearing in the departmental examination dated 21-7-89 held in Lucknow. In these circumstances if the bank did not think it proper to retain him in service and discharged him from service I do not find any illegality or impropriety in the order of discharge of the concerned workman from the service of the bank.

7. I, therefore, hold that the impugned order of punishment of discharge imposed by the bank on the concerned workman Sri Raj Kumar Rawat with effect from 14-9-93 is legal and justified and the concerned workman is not entitled to any relief in pursuance of reference made to this tribunal.

8. The reference is therefore, answered accordingly against the workman and in favour of the management of the bank.

R. P. PANDEY, Presiding Officer

03-04-2002

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1531.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिंध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 102/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-4-02 को प्राप्त हुआ था।

[सं. एल-12012/140/94-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1531.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of

1947), the Central Government hereby publishes the award (Ref No. 102/94) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 01-04-2002.

[No. L-12012/140/94-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 102/94

Shri B. P. Sharma S/o Shri Salig Ram, R/O Village Baltana, P.O., Dha Koli, Distt. Patiala.

.. Applicant.

Versus

General Manager, Rajindra Place, 5th Floor, New Delhi. .. Respondent.

APPEARANCES :

For the Workman.—None.

For the Management.—Sh. J. S. Sathi.

AWARD

Passed on 21-7-2002

The Central Govt. vide notification No. L-12012/140/94-I.R.B-2 dated 24th August, 1994 has referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the Management of Punjab & Sind Bank Chandigarh in terminating the services of Sh. B. P. Sharma, daily waged workman w.e.f. 5-10-93 is legal and justified? If not, what relief is the said workman entitled to ?"

2. None has put up appearance on behalf of the workman despite notices. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Ministry as not persued. Central Govt. be informed. Chandigarh.

21-2-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1532.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण मे, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबधतंत्र के संबद्ध नियोजकों और उनके कर्मकारो के बीच अनुबंध मे निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, चंडीगढ़ के पचाट (संदर्भ संख्या 181/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-4-2002 को प्राप्त हुआ था ।

[सं. एल-12012/156/89-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1532.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 181/1989) of the Central Government Industrial Tribunal-cum-Laboud Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 1-4-2002.

[No. L-12012/156/89-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI S.M. GOEL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAY-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 181 of 1989

Sh. Gurdev Singh, Peon/Daftri,
Punjab National Bank,
Village & Post Sarsini,
Distt. Patiala-147001. Petitioner.

Vs.

Manager (Personnel)
Punjab National Bank
Zonal Office, Feroze Gandhi Market
Ludhiana-141001. .. Respondent.

REPRESENTATIVES

For the workman : Sh. M.M. Puteny.

For the management : Sh. S.K. Verma.

AWARD

(Passed on 6th March 2002)

The Central Govt. Ministry of Labour vide Notification No. L-12012/156/89-D.2(A) dated 1st November 1989 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab National Bank in dismissing from service Shri Gurdev Singh Ex-Peon/Daftry is justified? If not, to what relief is the workman entitled?"

2. The workman submitted his claim statement. He stated that he was working as a Peon/Daftry in the branch office Lalru of Punjab National Bank; that a departmental enquiry was held against him; that the enquiry officer held him guilty in a most illegal and arbitrary manner; that the alleged complainant did not utter even a single word against him and that there was no evidence that the workman had misappropriated any money of any body; that on the basis of the said report the workman had been dismissed from the service vide order dated 31-10-1987 by the Regional Manager and the statutory appeal filed by the workman was rejected

illegally by the Zonal Manager vide his order dated 16-3-1988 and thus the workman had been dismissed from the service illegally and against the statutory provisions of law and also against the principle of natural justice.

3. The Punjab National Bank also submitted its written statement that the workman was appointed in the bank on 7-12-1978 as probationer Peon and was posted at the branch office Lalru, that the workman committed acts of omission and commission whereby he misappropriated Rs. 20,000 which was the amount of the customer of the bank and therefore, he was placed under suspension on 14-2-1987 and was chargesheeted therefor. The workman contested the departmental enquiry and was given full opportunity to cross-examine the witnesses of and also to produce his witnesses, that after valid and independent enquiry, the enquiry officer submitted his report with a finding that the charges against him had been proved. After the receipt of the enquidy report the Regional Manager sent a show cause notice proposing the punishment of dismissal without notice. The workman was afforded an opportunity of personal hearing and confirmed the punishment of dismissal without notice. Against this order the workman also filed an appeal before the Zonal Manager and that too was also rejected. It has been stated in the written statement that the workman had been dismissed from service after thorough, just and proper enquiry.

4. Affidavits were also filed by both the parties reiterating their respective claims.

5. The management produced the complete enquiry file.

6. The workman produced himself as WW1. He proved his affidavit Ex. W1 and additional affidavit Ex. W1|A and also tendered in his evidence mark A, A1, B and C. In his cross-examination he admitted that he was working with the Respdt. Bank for nine years as peon|daftri. He admitted that being daftri he handled the documents including vouchers but they did not remain in his custody. He has admitted that he had withdrawn an amount of Rs. 12900 from the account of Darshan Singh. He has admitted that the said amount was got deposited in his account. He has also admitted that an amount of Rs. 900 was got deposited in the account of Darshan Singh under his signatures on the vouchers. He has admitted that he had withdrawn Rs. 12900 under his signatures. He has also admitted that during the enquiry proceedings he had produced all his witnesses which he wanted to produce. He has also admitted that he had cross-examined the witnesses of the management. He has also admitted that he was given personal hearing by the disciplinary authority and his appeal was also dismissed. He has admined that he has no authority of Darshan Singh to withdraw the amount from his account.

7| The management also produced its witnesses. Sanjiv Sharma was examined by the bank. He submitted his affidavit Ex. M1 and enquiry filed Ex. M2. He has stated that the appointing authority of the workman was Regional Manager. The charge sheet was however given by the Manager. The Manager is not disciplinary authority but the Manager was empowered to cause the charge sheet as per the Bipartite Settlement. He has stated that he did not know whether the copy of the enquiry report was given to the workman or not He has however stated that it was incorrect to suggest that the copy of the enquiry report was not given to the workman. The management also examined R.S. Chib who tendered in his evidence to show cause notice dated 10-10-1987 Ex. M3 and the representative of the workman stated that he did not want to produce any evidence in rebuttal to Ex. M3.

8. The learned representatives of both the parties submitted their written arguments and they also volunteers oral arguments.

9. In support of his arguments the learned counsel for the workman has relied on the following case laws.

1. Page 304 Service Law Reported 1999 (1) Hon'ble Calcutta High Court (D.B.) decided on 16-9-1998.
2. J.T. 1993 (6) S.C (1) Decided on 1-10-1993.
3. AIR 1984 Hon'ble S.C. 1805 decided on 27-9-1984.
4. 104 Service Law Reporter 1999 (1) decided on 6-10-1998.
5. 1989 S.C.C. (L&S) page 180 decided on Sep. 30, 1988.
6. 1996 Lab. I.C. 810 decided on 9-8-1995.
7. 1996 Lab. I.C. 840 decided on 31-10-1995.

10. The management has relied on 168 Factory Journal Reports page 168 dated July 10, 1990.

11. I have gone through the case laws relied upon by both the parties as detailed above. I have also gone through the enquiry proceedings and the enquiry report etc. I have also considered the written and oral arguments of both the parties. The learned counsel for the workman has firstly argued that the charge sheet was served by the Manager branch office Lalru. The said manager was neither the appointing authority nor the disciplinary authority and, therefore, it is bad in law. In reply to this argument the learned representative of the management has argued that this argument on behalf of the workman does not hold any ground. He has argued that no prejudice had been caused to the workman and nor this plea had ever been taken earlier, except that this fact was suggested to the witness of the management in his cross-examination. He has also argued that never-the-less this objection as raised in the arguments is not valid. He has drawn my attention to the case 168 Factory Journal Reports page 168 S. Nagaiah Vs. Indian Almunium Co. Ltd. and others wherein the full Bench of the Hon'ble Karnataka High Court held that though the standing orders provide that the final orders on the enquiry are to be passed by the General Works Manager, where the memo of charge was issued to workman by the General Production Superintendent, the workman understood the charges and offered his explanation and participated in enquiry and on receipt of the second show cause notice he replied to the same and it was thereafter that the dismissal orders were passed by the General Works Manager, the charge memo issued by the General Production Superintendent would be valid and will not vitiate the proceedings resulting in the ultimate order of dismissal'.

12. Having considered the arguments, of the learned representative of both the parties on this fact, I also hold that workman did not suffer any prejudice merely because the charge was signed by the manager and not by the disciplinary authority. The workman was very much in a position to understand the nature and statement of the charge and he was in a position to furnish his explanation to that. I thus, do not find any illegality in it so as to vitiate the enquiry proceedings.'

13. It has been next argued by the learned counsel for the workman that when the show cause notice was served upon him the workman was not supplied with a copy of the enquiry report, and, therefore, the workman suffers because it was a denial of reasonable opprotunity and was a breach of the principle of notural justice. On the other hand the learned representative of the bank has drawn my attention to the statement of Shri R.C. Chib rep. of the management dated 10-1-1995. In his statement he produced the show cause notice dated 10-10-1987 which was also exhibited as M3. In the show cause notice it has been stated that the copy of the report of the enquiry officer dated 8-10-1987 was enclosed for his reference and record, and the copy of this notice was received by the workman on 13-10-1987 as is clear from his note and signatures on the reverse of the show cause notice. In my opinion, also in view of the aforesaid fact and arguments, the arguments of the learned counsel for the workman does not hold good.

14. It has also been argued by the learned Counsel for the workman, that the whole fraudulent game was played by Shri Chhanalia who was the Accountant of the bank on the relevant date. Channalia has also been dismissed. He has argued that said Channalia was held to be responsible for this mis-appropriation and fraudulent game. He has argued that Gurdev Singh workman was only made a scape goat. He did nothing for himself nor misappropriated the money for his benefit. He has argued that it has come on record that Channalia had also returned Rs. 12000 to the wife of the workman and he had gone to the village of the workman to hand over this amount. On the other hand the learned representative of the management has argued that the workman had withdraw the amount under his signatures from his own account. He has argued that as per pass book of the workman, the workman had a balance of only 0.45 paise in his account. The photocopy of the pass book is Ex. M6 of the enquiry proceedings. On 1[illegible]-1-1987 Rs. 20,000 was

transferred to his account from account No. 2044 (account of Darshan Singh) and the same day i.e. 14-1-1987 he withdraw Rs. 12900 vide loose cheque No. 803675. He has argued that this mis-appropriation of money was delibrately and intentionally done by the workman. Ex. M7 of the enquiry file which in the pass book of Darshan Singh also shows that on 14-1-1987 Rs. 20,000 were transferred from his account to account No. 926 (account of the workman). He has thus argued that merely by saying that Gurdev Singh was made a scape goat is not an explanation in itself rather there was an active role of the workman.

15. I have given a thoughtful consideration to these arguments and have considered the relevent evidence as submitted in the enquiry proceeddings. I do not agree with the arguments of the learned counsel for the workman, that the workman has been made a scape goat by charmalia (Accountant). On the other hand, there was an active role of the workman in getting issued a loose cheque under his signatures and getting withdraw of Rs. 12900 by virture of this loose cheque after signing it. Although he knew very well that in his account there existed a balance of only 0.45 paisa. I am rather of the opinion that he was in the full knowledge of this fact that Rs. 20,000 had been transferred to his account on 14-1-1987. And on 14-1-1987 itself he withdrew Rs. 12900 vide loose cheque. He also deposited Rs. 900 in the account of Darshan Singh so that he may withdraw from the account of Darshan Singh Rs. 20,000.

16. It has also been argued by the learned Counsel for the workman that fair enquiry has not been conducted. He has not been given full opportunity to cross-examine the witnesses. The learned rep. of the bank drew my attention to the proceedings of the departmental enquiry. I find that full opportunity was given to the workman to cross-examine the witnesses and he was given ample time to refute the charges levelled against him by producing defence witnesses etc. Note only this, he was given adjournments by the Enquiry Officer when so-ever he made a genuine demand for it. In my opinion, the Enquiry Officer conducted the enquiry very much impartially and whole the enquiry proceedings are completely unbiased.

17. Lastly, it has been argued by the learned Counsel for the workman that the punishment is too harsh. He has referred me to the case laws as detailed above and relied by him.

18. In my opinion, the dismissal punishment of the workman in the circumstances detailed above is not a harsh punishment. The workman wilfully, damaged the property of bank's customer which amounted to his gross misconduct and also he did not carry the faith of Darshan Singh customer who was not only the native of his own village rather his friend also. Punjab National Bank is a banking institution If such mis-appropriation are committed at the hand of the staff of the bank, the banking institution looses the faith of its customers resulting in financial collapse.

19. I therefore, conclude that the management of the Punjab National Bank rightly, justifiably and legally dismissed Gurdev Singh ex-peon/daftri from its services. In my opinion, the workman is not entitled to any relied. Reference is answered accordingly Central Government be informed.

Chandigarh.

6-3-2002.

S. M. GOEL, Presiding Officer.

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1533:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ के पंचाट (संदर्भ संख्या 106/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-4-2002 को प्राप्त हुआ था।

[सं. एल-12012/268/98-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 106/99) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 01-04-2002.

[No. L-12012/268/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 106 of 1999

Sh. Jai Bhagwan S/o Sh. Jagdish Chand Lok Manya Gali, Bhiwani-127021.

.. Petitioner.

Vs.

The Zonal Manager,

UCO Bank, Zonal Office,
S.C.O. 1092-93, Sector 22-B,
Chandigarh-160022.

.. Respondent.

REPRESENTATIVES :

For the Workman.—None.

For the Management.—Sh. N. K. Zakhmi.

AWARD

(Passed on 4th March, 2002)

The Central Govt. Ministry of Labour vide Notification No. L-12012/268/98/IR(B-II) dated 20th April, 1999 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of UCO Bank in terminating the services of Sh. Jai Bhagwan Peon-cum-waterman w.e.f. 17-6-97 is

just and legal ? If not, what relief the workman is entitled to ?"

2. None appeared on behalf of the workman despite notice. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Govt. as not persued Central Govt. be informed.

Chandigarh.

Dated : 4-3-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1534.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 145/97 को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2002 को प्राप्त हुआ था ।

[सं. एल 12012/287/96-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1534.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 145/97) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 04-04-2002.

[No. L-12012/287/96-IR(B-II)]

C. GANGADHARAN, Under Secy

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 145/97

Presiding Officer : Shri B. N. Pandey.

Shri A. K. Tayal,
RZA-35, Gopal Nagar,
Behind Subzi Mandi,
Bahadurgarh Road,
Najafgarh,
New Delhi-110048. Workman

Versus

The Regional Manager,
Punjab National Bank,
Antriksh Bhawan,
Tolstoy Marg,
New Delhi.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/287/96-IR(B-II) dated 11-9-97 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Punjab National Bank in awarding the punishment of stoppage of one increment without cumulative effect to Shri A. K. Tayal, Head Cashier is legal and justified ? If not, to what relief the said workman is entitled ?"

2. Statement of claim was filed by the workman on 13-11-97. The case of the workman in the claim statement is that he was working as Head Cashier at B.O. Tilak Nagar and was suspended by the then Senior Manager on 27-9-91 on an alleged shortage of Rs. 85000 from the cash of the branch on 19-9-91, that there was no shortage in the Head Cashier's custody who alongwith Assistant Manager Shri Bhardwaj closed the cash on 19-9-91 without any shortage; that the workman wrote several letters to the Branch Manager to know reason of suspension after letter dated 26-9-91 delivered on 27-9-91, that after passing of 6 months of alleged incident of shortage management issued charge sheet dated 17-3-92 (Annexure 4); that as per Bank rules, Senior Manager is not competent to suspend any employee; that the enquiry proceedings commenced on alleged charges on employee's request after gap of two years; that no witness was brought except senior manager who was incompetent to suspend the workman; that no documentary evidence was brought before the enquiry proceedings to prove the charges; that the enquiry officer without going into the merits proved the charges on the basis of assumptions, presumptions, verbal statements of non-availability of the prime documents; that the regional manager penalised the workman by stoppage of one increment without cumulative effect and withheld the wages of suspension period; that the Appellate Authority also without applying his own mind rejected the appeal. It is, therefore, prayed that the Hon'ble Tribunal may direct the Management to release salary of the period of suspension, punishment of stoppage of one increment without cumulative effect be withdrawn by the Bank, to release all benefits arising out of illegal suspension and any other relief which this Hon'ble Tribunal may deem fit with costs of the case.

3. In the written statement preliminary objection was taken by the Bank that the service condition of the Bank employees are governed by Awards/Settlements arrived at from time to time; that the right of taking disciplinary action against the employee, as and when warranted is a prerogative of the Management; that the Union has not brought forth as to what prejudice has been caused to the workman.

4. It is admitted that workman was working as Head Cashier at Tilak Nagar, that he was suspended on 27-9-91 by the then Senior Manager of the Branch on the alleged shortage of Rs 85000 on 19-9-91. It is denied that shortage never took place when the workman was working as Head Cashier. Shri Tayal workman deposited this amount of Rs. 85000 to make good the loss which in itself is admission of loss. The shortage was detected by Shri Bhardwaj incharge cash who reported it to the Senior Manager. It was clearly stated in the suspension letter the reasons for placing Shri Tayal under suspension. It is stated that in terms of provisions of P.D. Circular No. 1012 dated 13-4-87 Senior Manager are competent to suspend an employee that reply to the charge sheet was submitted and enquiry commenced in the year 1993, that show cause notice was served on the workman proposing punishment but when the workman did not accept the charges then enquiry was instituted. In the instant case bank opted to impose the punishment without holding enquiry and when employee did not accept it the enquiry was held in accordance with the provisions of chapter 19 of the Bipartite Settlement; that Senior Manager was the only person who was aware of the entire happening. It is further submitted that neither the senior Manager was incompetent to suspend the workman nor did he act in a malafide way in suspending the workman. It is submitted that the Enquiry Officer submitted his report on the basis of the material placed on the enquiry record that the disciplinary authority in his final order has stated that the workman will not be entitled to any monetary or non monetary benefits for the suspension period. It is submitted that the Bank has acted in accordance with the provisions of Bipartite Settlement as such the action of the Management imposing punishment it fair & proper. Accordingly it is prayed that fairness of the enquiry concluded by the Bank may be decided first before going into the merit of the case. It is prayed that the reference be decided in favour of the Bank and against the workman.

5. In the reply to written statement the workman has denied written statement and reiterated the facts stated in statement of claim and prayed that reference be decided in favour of the workman.

6. Management examined Shri D. K Bhatnagar Senior Manager as MW1 who filed his affidavit as Ex. MW 1|1 and in cross examination he stated that the cash at the end of the day is kept in the strong room in the presence of the Head Cashier and the second in command of the branch. Shri N. K. Bhardwaj was the second in command person on the relevant date i.e. 19-9-91. Shri N. K. Bhardwaj had checked the amount before placing the same in the strong room which was found less by Rs. 85000 which was made good by the workman before depositing the same in the strong room by withdrawing from his own OD. Account and borrowing from one Sh. P. C. Srivastava.

7. The workman filed his affidavit in support of his case as MW 1/1 and was cross-examined. In cross-examination he stated that since he was Head Cashier, the closing and opening of the account was done under his supervision alongwith Assistant Manager, Cash on 19-9-91, Mr. N. K. Bhardwaj was Assistant Cashier on 19-9-91 at the time of closing we both examined the closing account. It is wrong that at the closing time on 19-9-91 there was any shortage and that it was made good by me by withdrawing Rs. 40,000 from my personal O.D. Account and Rs. 45,000 from loan taken from F.D. Account of Shri P. C. Srivastava. On 19-9 91 the cash was closed at regular time and not at 7 P.M.

8. I have heard arguments of the parties and have perused the record of the case. My findings on the term of reference are as under :—

9. The punishment of stoppage of increment without cumulative effect to Shri A. K. Tayal Head Cashier (the workman) was awarded by the Regional Manager. The disciplinary authority, vide his order dated 10-11-94 after being satisfied that Mr. A. K. Tayal was found guilty of the charge of negligence resulting into cash shortage of Rs. 85,000 in the Bank. by the Enquiry Officer, Shri D.K. Bhatnagar (Senior Manager) in the departmental enquiry conducted against him (workman) Shri A. K. Tayal. Shri Tayal has challenged the order of punishment dated 10-11-94 alleging that he was allegally suspended by the Senior Manager B.O. Tilak Nagar, New Delhi who was not competent to suspend him. Besides, the alleged shortage of cash took place on 19-9-91, whereas Shri A. K. Tayal was suspended by him on 26-9-91, therefore, the suspension was bad, that the chargesheet was also based on wrong facts and delayed, that the enquiry proceedings were not held in accordance with the principles of natural justice and the enquiry report was given by the Enquiry Officer without applying his mind independently with prejudiced mind.

10. There is no dispute that Shri A. K. Tayal was suspended by Senior Manager of the Banch Office, Tilak Nagar, New Delhi on 26-9-91 and the charge sheet dated 17-3-92 was served on him. According to the Management of Punjab National Bank, the disciplinary departmental enquiry was held in accordance with the provisions laid down in Bipartite settlement. On perusal of the documents on record I find that this question was also raised at the initial stage of the enquiry before the enquiry officer who found that the records produced before him by the presenting officer was going to show that the concurrence of the disciplinary authority had been obtained while suspending the employee. It is worth to be noted that the alleged shortage of cash took place on 19-9-91 and the delinquent employee Shri A. K. Tayal was suspended by the Senior Manager of the Branch Office on 26-9-91 i.e. quite after about a week. Annexure V to the rejoinder which is a copy of circular No. 1012 dated April 13, 1987 shows that the incumbent incharge of each office is empowered to issue and serve charge sheets on the defaulting workman and to suspend them if considered necessary, after obtaining prior approval from the disciplinary authority designated under para 2 below :—

"In extreme exceptional cases where the employee is involved in a fraud of serious nature or commits an act of riotous behaviour in the premises of the Bank and it is considered expedient to suspend the employee immediately and prior permission cannot be obtained, he may be suspended by the Incumbent Incharge and subsequent approval of the Disciplinary Authority may be obtained immediately by advising the circumstances necessitating immediate action. However in respect of all the employees of the. . . ..exceptionally very large branches and Divisions and Departments at H.O., respective Managers are authorised to issue and serve charge sheet and also to suspend, if necessary."

11. In the instant case admittedly suspension order was passed after about a gap of 7 days from the date of the detection of the shortage of cash. There is nothing to show that permission of the Regional Manager or the Disciplinary Authority was not obtained prior to or after suspension order. Therefore, the contention of the workman on this point carries no weight; and in view of the above mentioned circular dated 13-4-87 it cannot be said that Senior Manager B.O. Tilak Nagar was not competent to suspend or the suspension order was bad and illegal.

12. As regards the alleged breach of the principles of natural justice it is worth to mention that admittedly it was clearly mentioned in the suspension letter dated 26-2-1991 mentioned above that Mr. A. K. Tayal was placed under suspension on account of shortage of Cash of Rs. 85,000. Admittedly Shri A. K. Tayal was Head Cashier of New Tilak Nagar Branch, New Delhi on the relevant dates. He was also served with charge sheet wherein it was clearly mentioned that on 19-9-91 due to lack of the control and negligent act of Shri A. K. Tayal a shortage of cash of Rs. 85,000 was detected on the same day at about 4.30 P.M. by the then Assistant Manager Cash which was also reported to the then Senior Manager Mr. B. L. Guglani and after the shortage was detected, in order to make the shortage good Shri A. K. Tayal withdraw Rs. 40,000 from his own account O|D A|C No. 2018 and also raised loan of Rs. 45,000 from his colleague Shri P. C. Srivastava Clerk/Cashier of the same office and thereupon, deposited the amount to cover up the loss and on account of these facts the office was closed on that date at 7 P.M. The cash book was also re-written by effecting cuttings, which amounted to a misconduct under the provisions of the Bipartite Settlement. Reply was also called for from the workman and thereupon workman Shri A. K. Tayal has also submitted his explanation while denying the charges vehemently. The enquiry proceedings were conducted, in presence of the workman Shri A. K. Tayal by the Enquiry Officer Shri D. K. Bhatnagar. The charge sheet was read over by the Enquiry Officer to Shri A. K. Tayal the delinquent employee to which Shri Tayal did not plead guilty. Photo copies of the documents through which the bank proposed to substantiate the charges levelled against him were given to him. Original records required by him were also under order brought by the P.O., of the enquiry officer on 30-11-93 for its inspection by the defence representative. Thereupon, after its inspection the defence representative further prayed for certain other documents alleging to be relevant to the case thereupon the enquiry officer also directed the presenting officer to produce the required documents|protocopies and also the originals for its inspection by the defence representative and on production of the documents and after its inspection the defence representative informed the B.O. on 21-12-93 that he had inspected the original documents required by him. During the enquiry regular hearing was given in his presence and also his representative. On perusal of the relevant documents the enquiry officer found that concurrence of the disciplinary authority was obtained by the senior manager for suspending the employee. Shri B. L. Guglani the then Senior Manager of the Bank was examined by the Bank who categorically stated that he was posted at B.O. Tilak Nagar since 20-4-90 to 1-2-92 and that Mr. Tayal was head cashier and Shri A. K. Tayal was suspended on account of shortage of Rs. 85,000 in cash. He was also cross-examined by Shri Tayal and his representative at length and during his cross-examination he categorically stated that he was sure and confident that as incumbent-incharge, the fact of shortage of cash on 19-9-91 was brought to his knowledge by Shri N. K. Bhardwaj the then incharge Cash Assistant Manager at 4.30 P.M. He further stated that when a shortage of cash was reported to him. Shri Tayal was called in his cabin, he was questioned and thereafter on my counselling the shortage was made good by Shri Tayal after withdrawal of Rs. 40,000 from Tayal's own account and demand loan of Rs. 45,000 from the F.D.R. account of one Shri P. C. Srivastav. He added that as incumbent incharge he was competent to go through the truth of the case himself. He further added that it was on his advice and to avoid notice action, cash was made good and thereafter he further stated that since cash was made good it was not found necessary to lodge FIR. Thus from the detailed cross-examination of the witness it is evident that Shri Tayal was afforded full opportunity to cross-examine

the department's witness and he also availed of it. Here it is worth to be noted that the Senior Manager Mr. B. L. Guglani was himself a witness of the alleged fact and the shortage of cash was also made good by Shri Tayal (Workman) himself after withdrawal of Rs. 40,000 from Tayal's own account and rest of Rs. 45,000 was taken as loan from one P. C. Srivastava after withdrawal of it from the Bank same day. Therefore, Shri B. L. Guglani was competent witness to prove the charges and conduct of the employees. His single evidence coupled with documents was sufficient to prove the charges. Besides there is bare denial of the facts by the employee. There is no explanation of the alleged withdrawal of the amount from his own account and also of Shri P. C. Srivastava. He was also given opportunity to lead his defence evidence and he also adduced defence evidence. After conclusion of the enquiry and on perused of the documents and evidence on record Enquiry Officer found the charges proved against Shri Tayal. The E.O. found that the defence witness gave vague reply which could not be believed and the evidence and the records placed before him were sufficient to prove the charges. Thereupon he submitted his report to the Regional Manager i.e. the Disciplinary Authority on 5-10-94. On receipt of the enquiry report the disciplinary authority carefully perused and examined findings of the enquiry officer and the entire record of the enquiry and agreed with the findings of the Enquiry Officer, that Shri Tayal has acted negligently. Thereupon the Disciplinary Authority proposed punishment of stoppage of one annual increment of Shri Tayal with cumulative effect. He also gave an opportunity of personal hearing to Shri Tayal and thereafter the Disciplinary Authority heard Shri Tayal in person and considered his submissions carefully, on considering the matters and submissions of the employee he finally passed the final order taking lenient view and punishment with stoppage of one annual increment without cumulative effect. He also found that Shri Tayal was not entitled to any monetary or non monetary benefits for the period of suspension but for the subsistance allowance already paid/payable to him. Shri Tayal also preferred an appeal against the said order of the disciplinary authority before the appellate authority which was ultimately dismissed by the appellate authority vide his order dated 25-5-95. From the above discussions it is evident that copy of charge sheet was supplied to him. He also gave his reply. He was allowed to engage defence representative. Copies of proceedings and documents and evidence were furnished to him Shri Tayal. The original documents were also inspected by his defence representative. He also was given full opportunity of hearing the enquiry was conducted and evidence was recorded in his presence He also participated in the enquiry throughout. He cross-examined the departmental witness and also produced defence witnesses. He was also personally heard by the Disciplinary Authority before passing order of punishment. Besides, no fact of his enmity with the E.O Mr. Guglani was alleged nor any evidence was produced to prove that there was any personal ambiguity or grudge of the Enquiry Officer or the Senior Manager of the branch office of the bank Shri B. L. Guglani against him. Since before the alleged occurrence of shortage of cash, the subsequent allegations of his enmity with Shri B. L. Guglani or the E.O. was found absurd and after thought. No reason of the alleged cutting and re writing of the cash book on the date of the alleged occurrence or regarding the alleged withdrawal of amount to make good the shortage could be given or explained by Shri Tayal. Initially the disciplinary authority proposed stoppage of one increment with cumulative effect but later on he adopted a liberal view and passed the order of stoppage of one increment without cumulative effect. So it cannot be paid to be harsh, excessive, illegal or unjustified.

12. After a careful consideration and examination of the records, I find that there was no illegality or irregularity or violation of principle of Natural Justice in conducting departmental enquiry and passing the order of punishment.

13. In view of the above discussions, I find no force in the contentions of the workman/workers Union and as such the claim petition is liable to be dismissed. The action of the Management of P.N.B in awarding the punishment of stoppage of one increment without cumulative effect against Shri A. K Tayal, Head Cashier was perfectly legal and justified. Award is given accordingly.

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central Government for necessary action at their end.

B. N PANDEY, Presiding Officer

Dated : 22-3-2002.

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1535—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 46/2000) को प्रकाशित करती है, जो केन्द्रीय को 8-4-2002 को प्राप्त हुआ था।

[सं. एल-12012/298/99-आईआर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 08-04-2002.

[No. L-12012/298/99-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL DISPUTE-CUM-LABOUR COURT, LUCKNOW

PRESENT :

Rudresh Kumar, Presiding Officer

I.D. No. 46/2000

Ref. No. L-12012/298/99/IR(B-II) dated 5-6-2000.

BETWEEN

Manoj Kumar C/o The Asstt. General Secretary, Central Bank Staff Association, 13/11, Shiv Nagar Colony, Allahapur, Allahabad (U.P.).

AND

Central Bank of India, The Regional Manager Central Bank of India, Regional Office, Lanka Varanasi (U.P.)

AWARD

By order No. L-12012|298|99.IR(B-II) dated 5-6-2000, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and section 2(A) of I.D. Act, 1947 (14 of 1947) referred this industrial dispute between Manoj Kumar, Allahabad and the Regional Manager, Central Bank of India, Varanasi for adjudication.

The reference under adjudication is as under:—

"Whether the action of the Management of Central Bank of India in terminating the services of Manoj Kumar w.e.f. 16-3-94 is justified? If not, what relief the workman is entitled for ?"

2. In short, the case of the workman Manoj Kumar, is, that he was offered employment as temporary Peon w.e.f. 25-3-92 at Reoti, branch, District Ballia of the Central Bank of India; that he was not issued any letter of appointment; that he was required to work as a Peon for full working hours of the bank but bank paid Rs. 15 per day excluding Sundays and holidays; that numerous time of payments, vouchers were made in the name of Daftari who used to make payments to him; that the bank indulged in unfair labour practices within the meaning of section 2(ra) as elaborated in V schedule of the I.D. Act, 1947; that he continued to work till 15-3-94 but his services were dispensed with orally without any retrenchment compensation, notice or notice pay etc. in complete disregard of section 25-F of I.D. Act.

3. On his representation to the higher authorities of the bank, some querries were made from Reoti branch vide letter No. Che. KA|Karmik|M-80|95-96|2016 dated 15| 17-11-95 and in response, the Reoti branch vide letter No. BM|Misc.|69|95-96 dated 23-2-96 admitted his working for 459 days payment of Rs. 6881 towards labour charges to him. Since the desired relief was not given by the management of bank, he raised this industrial dispute which, ultimately, was referred to this Tribunal as above.

4. The management contested the case refuting allegations of the workman that he was appointed as peon or worked as a Peon at the branch It has been admitted that he was engaged as per exigencies of works at the branch on payment of Rs. 15 per day and further that payment were made to him and none else. It is denied that the workman had worked continuously for 240 days in preceding 12 calendar months and was entitled to benefit under section 25-F of the I.D. Act. It is pleaded by the bank that the post of sub staff require sanction and is generally manned of a regularly selected staff. The procedure of selection is prescribed by the service rules. The workman was never selected nor was asked to work as Peon and so, he is not entitled to reinstatement on the post of sub staff.

5. A number of technical pleas have been advanced i.e. this Tribunal has no jurisdiction, the dispue is not an "industrial dispute" as defined under section 2(k) and further, there is misjoinder of parties.

6. However, on these issues no forceful submissions were made by the learned A|R who conceded that an industrial dispute could be raised before the Asstt. Labour Commissioner(C) and further the workman is entitled to raise industrial dispute under section 2(A) of the I.D. Act. These points need not detain us any further. It seems appropriate to enter into merit of the case and examine evidence in support of claim and counter claim of the parties.

7. The factums relating to engagement of Manoj Kumar is not very much disputed. According to workman he remained engaged from 25-2-92 till 15-3-94. This fact is admitted with minor variation by the management that the last association with the bank was till 19-3-94 and not 15-3-94. However, it is refuted that he worked continuously for 240 days to cover his case under section 25-B, entitling him to benefit of section 25-F of the I.D. Act. It is further pleaded that he discontinued to work on his own and there was no termination, oral or in writing, as pleaded by the workman.

8. In view of admitted facts by the parties, the documentary evidence and the oral evidence need to be scrutinised to determine, the central issue, whether teh workman is entitled to benefit of section 25-F of I.D. Act. and if in affirmative, to what relief is he entitled?

9. The workman has relied on letter No. M|Misc.|69|95-96 dated 23-2-96 of the branch manager, Reoti, Ballia, addressed to Regional Manager, Lanka, Varanasi proved as Ex-1. Para 2 of this letter admits, Manoj

Kumar having worked for 459 days as casual labour and for the said period he was paid Rs. 6881 only from the bank. Appended chart of this letter is missing and the letter is incomplete. However, A|R management has admitted this letter and so it may be taken that Manoj Kumar had worked for 459 days in between 25-3-92 to 15-3-94 on remuneration of Rs. 15 per day. Ex-2 is letter dated 6-6-96 which also mentions his working of 459 days and also recommendation by the Branch Manager to the higher authorities of the bank for considering his case for absorption. This letter is also admitted. In support of his case, the workman examined himself and was cross examined by the management. He admitted his signatures on management's papers Ex-M-1 to Ex-M-67. These papers proves payments to the workman as labour charges. It is pertinent to mention that Ex-1 and Ex-2 do not mention Manoj Kumar having worked 'continuously' for 459 days. However, on scrutiny of management's papers Ex-M-1 to Ex-M-67, it is seen that he received payments from 25-2-92 to 19-3-94. Ex-1 and Ex-2 are admitted by the management. Ex-M-1 to Ex-M-67 corroborate payments to the workman and prove his engagement as a casual labour. From these papers it is further proved that the workman had worked continuously for 243 days in between 20-3-93 to 19-3-94 and thus, his case is covered by section 25-B entitling him to benefits under section 25-F. In this context it is to mention that the reference order gives date of termination 16-3-94, but the management has admitted continuity of the workman till 19-3-94. This variation is not very material as the management being custodian of records is in better position to clarify the situation. The date of termination taking to be 19-3-94, the twelve months period need to seen from 20-3-93 and in this period the workman had been paid for 243 days which bring his case in definition of "continuous service" as defined under section 25-B.

10. It is not denied by the management that the workman was issued notice as contemplated in section 25-F of the I.D. Act, or was paid notice pay or retrenchment compensation. Since the workman was entitled to benefit under section 25-F of the I.D. Act. non-compliance as above, renders oral termination as void. Accordingly, the workman is entitled to continuity in service.

11. There are no materials to prove that Manoj Kumar worked against the post of peon. The management witness stated that works discharged by him were of casual nature like, to provide drinking waer to staff and customers. Full day workings by the w---man is denied. In the given background, the plea of the workman to be reinstated against the post of peon can not be justified. However, oral termination held earlier being illegal, he is entitled to continuity as casual labour.

12. Learned A|R workman relied on Apex Court judgement in 2001 LAB I.C. 649 (SC) Gujarat Agricultural University Vs. Rathod Labhu Bechar and pleaded having worked continuously from 25-2-92 to 19-3-94 with the bank the workman, is entitled to absorption. In the facts and circumstances of the case, this case law does not help him. Unlike said case, there is no scheme of regularisation with the bank. Further more, only in the last preceding 12 calendar months, the workman completed 243 days entitling him to benefit of Section 25-B read with Section 25-F of the I.D. Act. The said case law deals with different situations where the workmen had been casual labour for more than 10 years continuously. There was also a scheme of absorption but their claim were being ignored on plea of lack of qualifications etc. In the present case, the relief of regularisation/absorption is not covered by the reference. The terms of reference simply seeks examination as to the validity of the termination order. It has already been held that the oral termination order was not valid. Thus, the workman is entitled to continuity in service.

13. As discussed above the workman is entitled to continuity as casual labour and is also entitled to back wages.

Award as above.

LUCKNOW
2-4-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ोदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 2, मुम्बई के पंचाट (संदर्भ संख्या

2/143/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2002 को प्राप्त हुआ था ।

[सं. एल-12012/56/99-आईआर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1536.—In ursuance f Secon 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2|143|1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 4-4-2002.

[No. L-12012|56|99-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

REFERENCE No. CGIT-2|143 of 1999

EMPLOYERS IN RELATION TO THE MANAGEMENT OF BANK OF BARODA

Bank of Baroda

The Chairman and Managing Director, BOB,
Central Office, Ballard Estate,
Walchand Hirachand,
Mumbai-400038.

AND

Their Workmen

Sh. Tamboli Subhash Lal
R|o. Moti Nala,
Nandurbar,
Nandurbar Distt. Dhule, (Maharashtra) 425412

APPEARANCES :

For the Employers : Mr. Lancy D'Souze Representative.

For the Workmen : Mr. Jaiprakash Sawant Advocate,

Mumbai, Dated 23rd January, 2002

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12012|56|99|IR(B-II) dated 18-6-1999, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Bank of Baroda Mumbai by terminating the services of Sh. Tamboli Subhash Lala from his services is justified? If not, what relief the workman is entitled to?"

2. Tamboli Subhash Lala, worked on daily wages with Bank of Baroda, Branch, Nandurbar. Vide statement of Claim (Exhibit-3|5), Tamboli contended that he worked as a peon for a total period of about 407 days, out of which, he was paid wages for 126 days in his name and wages of remaining days under the voucher in another name. He has averred that he was discontinued adopting illegal practice by the bank and thereby deprived him from the service. It is his contention that bank is still engaging persons on daily wages basis as the bank has need to appoint workers He therefore contended that since he worked with the bank for 407 d[illegible] and he has been discontinued illegally, the bank be directed to appoint him in the post of peon.

3. The management Bank of Baroda resisted the claim of Shri Tamboli by filing Written Statement (Exhibit-8) contending that Tamboli worked [illegible] need basis for watering that is cooler at the banks branch at Nandurbar for a period of 68 days from 2-7-90 to 19-12-90 and thereafter for a period of 58 days from 29-4-91 to 13-7-91. It is the contention of the bank that the job of watering the that is a casual job of seasonal nature. The bank used to call him only in case of emergency and that too for a limited period. It is contended Tamboli was never appointed in any regular vacancy|work and therefore non engagement of such a casual labour cannot be termed as an act of discharge|dismissed on the part of the bank. It is contended the claim being baseless be dismissed with costs in limine.

4. My Learned Predecessor on the basis of the pleadings framed issues at Exhibit-11. Tamboli filed affidavit by way of Examination-in-Chief (Exhibit-13) and closed evidence vide purshis (Exhibit-17). Senior Manager of the management Bank Mr. Khilari filed affidavit (Exhibit-18) by way of Examination-in-Chief and closed evidence vide purshis (Exhibit-20).

5. Tamboli filed written submissions (Exhibit-21) and copies of rulings with list (Exhibit-24) and the management Bank (Exhibit-22) alongwith copies of rulings (Exhibit-23). On perusing the record as a whole and the written submissions and hearing the Learned Counsel of Shri Tamboli and the representative for the management, I record my findings on the issues for the reasonse stated below :—

ISSUES	FINDINGS
1. Whether the workman had completed 240 days of continuous service in a year as contemplated under section 25B of the Industrial Disputes Act of 1947?	No.
2. Whether it is proved that the workman was appointed in a regular vacancy|work?	No.
3. Whether the non engagement of the workman cannot be termed as an act of discharge of dismissal on the part of the bank?	Yes.
4. Whether the action of the bank in terminating the services of Shri Tamboli Subhash Lal from his services is justified?	Yes.
5. If not, what relief the workman is entitled to?	He is not entitled to any reliefs.

REASONS

6. According to Tamboli as seen from his affidavit (Exhibit-13) he worked as a peon on daily wages in Bank of Baroda, Branch, Nandurbar for total 407 days, out of which he was paid wages for 126 days in his name and wages for remaining days was given to him actually, however in the name of other persons. By this, he wants to state that he worked more than 240 days and therefore entitled to benefit under Section 25B of the Industrial Disputes Act. Management denied the same contending that Tamboli worked as a casual labourer on a need basis for 126 total days. Tamboli in his cross-examination, para 20 admits that he worked only 68 days from 2nd July 1990 to 19th December 1990 as daily wage sub-staff in the Branch at Nandurbar. He thus admits he did not work total for 407 days. It is seen from his evidence he worked 58 days during the period from 29-4-1991 to 13-7-1991 and 68 days from 2nd July 1990 to 19th December 1990 i.e. with break and not in continuous service.

7. Shri Tamboli admits in his cross-examination, para 19 that bank did not give him appointment letter for the post of sub-staff or any other post. Whenever he worked bank paid him wages on voucher whereupon he made signatures He did not complain to the bank in writing that he was paid wages sometimes in the name of others. He admits bank never used to write name of else in the voucher. All these admissions go to show that he worked only 126 days for which he had received wages. His contention by way of Statement of Claim that actually he worked in the bank, however payment was received in the name of other persons is devoid of substance.

8. According to Tamboli he worked as a peon on daily wages. However, he was not taken in regular service and therefore injustice is caused to him. Tamboli admittedly was not given letter of appointment. According to the bank he worked as a casual worker for watering that is|cooler. Since he was not engaged on regular basis vacancy question of regularising him does not arise. Their Lordships of Supreme Court in Himanshu Kumar Vidyarthi Vs. State of Bihar AIR 1997 SC 3657 ruled:

> "the daily wage employees whose services were engaged on the basis of need of work, termination of such employee cannot be construed to be retrenchment."

Tamboli's contention is that bank is required to appoint him as peon, relying on the certificate (Exhibit-16). In his cross-examination Tamboli stated that he has passed 8th standard and denied that he has passed SSC Exam. Certificate issued by the Head Master (Exhibit-15) mention he has passed SSC Exam. The Learned Representative for management Mr. D'Souza inviting attention to the written submissions (Exhibit-22) and the documents with list (Exhibit-12) urged that as per the banks recruitment rules approved by the Government, a candidate for recruitment of sub-staff should have passed 8th standard and|or studied in 9th standard, but failed. Banks Manager, Mr. Khilari disclosed to that effect in his affidavit (Exhibit-18). Tamboli has passed SSC as clearly seen from certificate (Exhibit-16). Therefore he was clearly not eligible for being appointed as a regular sub-staff in the bank. It is further see from the record that the age for recruitment of sub-staff in bank was 26 years for general candidates. Tamboli's date of birth is 6th October 1951 as seen from his school certificate (Exhibit-15). Tamboli admits in cross-examination para 19 for the first time he had applied to the bank for employment on 1-9-1991. According to Tamboli, he worked in the bank from July, 1990. That means, at te time of seeking employment he was 39 years old. Since the age of recruitment of sub-staff was 26 years he was over aged in 1990. Therefore question of his appointment in regular vacancy|work does not stand to reason.

9. The Learned Repreentative Mr. D'Souza urged with force that casual employees are like Badli workmen, have no right of employment and where, there is no right for employment question of discharge or dismissal on non engagement does not arise. He submits that since Tamboli worked as a casual labourer on need basis and as admitted by him, he was not given any appointment letter his disengagement from service cannot be construed to be retrenchment. He has relied on Prakash Cotton Mills Vs. Rashtriya Mills Mazdoor Sangh 1987 I LLJ pg. 97(SC) wherein Their Lordships of the Apex Court observed :

> "Badli workman has no right to claim employment in the place of any absentee employee. Badli workmen are really casual employee without any right to be employed."

It is seen from the record as a whole, Tamboli was not engaged in a regular vacancy|work. Therefore, his disengagement cannot be termed as a discharge or dismissal, and relying on the decision of Himanshu Kumar Vidyarthi his disengagement does not amount to retrenchment. Consequently provisions of Section 25F and 25 B of the Industrial Disputes Act are not applicable, to the case of Tamboli.

10. The Learned Counsel Mr. Sawant urged with force that the Branch Manager, Mr. Khilari, in his evidence para 8 admitted that work of Tamoboli is presently being done by a peon, thereby the work in question is still in existence, therefore he submits the action of the management amounts to unfair labour practice Relying on Surat Mahila Nagrik Sahakari Bank Ltd. Vs. Mamtaben Mahendrabhai Joshi 2001 II CLR 505. Mr. Sawant submits though the work wwas in existence. Sahakari Bank therein had terminated the service of Mamtaben which was held not bonafide and the bank was directed to reinstate Mamtaben in service. I have gone through the facts of the said decision wherein Mamtaben had worked beyond 240 days and her service was terminated by way of victimisation. The said decision is no avail to Tamboli as he did not work total 240 days nor he was in continuous service Only because Tamboli worked in the Branch Office of Nandurbar for 146 days on daily wages he does not get right to employment in the bank.

11. Thus it is clear that Tamboli has not completed 240 days nor he was appointed in regular vacancy|work. Therefore his discontinuation cannot be termed as an act of discharge or dismissal on the part of the bank. The action of the management bank is thus totally justified and consequently Tamboli is not entitled to any relief. Issues are answered accordngly and hence the order:—

ORDER

The action of the management, Bank in connection with Tamboli Subhash Lala is totally justified and constquently he is not entitled to any relief.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल बैंक आफ कॉमर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या 54 98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-4-2002 को प्राप्त हुआ था।

[सं. एल-12012/362/97-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th April, 2002

S.O. 1537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54|98) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 01-04-2002.

[No. L-12012|362|97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 54 of 1998.

Sh. Raghubir Singh,
1373, Balmik Basti,
Opposite Arjun Gate,
Karnal (Haryana)-132001.

.. Petitioner.

Vs.

Branch Manager,

Oriental Bank of Commerce,
Near Subhash Gate,
Karnal (Haryana)-132001.

.. Respondent.

REPRESENTATIVES :

For the Workman.—None.

For the Management.—None.

AWARD

(Passed on 4th March, 2002)

The Central Govt. Ministry of Labour vide Notification No. L-12012|362|97-I.R.(B-II) dated 27th February, 1998 has referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Oriental Bank of Commerce in terminating the Services of Shri Raghubir Singh, Safai Karmchari w.e.f. 31-3-97 is legal and justified? If not, to what relief the said workman is entitled ?"

2. None appeared on behalf of the workman despite notice. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Govt. as not persued. Central Govt. be informed. Chandigarh.

Dated : 4-3-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2002

का.आ. 1538:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या सी.जी. आई.टी./15/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2002 को प्राप्त हुआ था ।

[सं एल-12012/532/2000 -आई आर (बी-I)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th April, 2002

S.O. 1538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-15|2001) of the Central Government Industrial Tribunal|Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workman, which was received by the Central Government on 10-04-2002.

[No. L-12012|532|2000-IR(B-I)]

C. GANGADHARAN, Under Secy.

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर
आदेश संख्या :—एल—12012/532/2000/आई.आर./बी-1/
दिनांक 22-3-2001
प्रकरण संख्या:—सी.जी.आई.टी./15/2001
अध्यक्ष,

ऑल बैंक सफाई कर्मचारी संघ
राजस्थान ।
श्रमिक—राजकुमार

—प्रार्थी

बनाम

1. बैंक प्रबंधक, एस.बी.बी.जे. दौसा ।
2. शाखा प्रबंधक, एस.बी.बी.जे., शाखा कृषि उपज मण्डी समिति, दौसा ।
3. असिस्टेंट जनरल मैनेजर (11) स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, जोनल आफिस, 54, सरोजनी मार्ग, सी स्कीम, जयपुर ।

—अप्रार्थीगण

उपस्थित :—

प्रार्थी की ओर से	श्री ए.ए. गुप्ता, अधिवक्ता
अप्रार्थी की ओर से	श्री तेज प्रकाश शर्मा, अधिवक्ता
पंचाट दिनांक	28-02-2002

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम कहा गया है) की धारा 10 की उपधारा (1) के खण्ड-घ के प्रावधानों के अन्तर्गत न्यायनिर्णयन हेतु निर्देशित किया गया :—

"Whether the action of the management of State Bank of Bikaner & Jaipur in terminating the service of Shri Rajkumar, part-time sweeper w.e.f. 17-2-2000 is justified ? If not, what relief the workman is entitled and from what date ?"

ऑल बैंक सफाई कर्मचारी संघ, राजस्थान (जिसे बाद में संघ कहा गया है) के अध्यक्ष ने स्टेटमेंट ऑफ क्लेम प्रस्तुत किया जिसमें उल्लेख किया गया कि संघ भारतीय ट्रेड यूनियन एक्ट, 1926 के अंतर्गत एक पंजीकृत संघ है जिसका राजकुमार (जिसे बाद में श्रमिक कहा गया है) एक सदस्य है । श्रमिक ने विपक्षी संख्या 1 की दौसा मुख्य

शाखा में सन् 1997 से दिनांक 5-1-2000 तक स्थायी सफाई कर्मचारी के स्थान पर दैनिक वेतन पर सफाई का कार्य किया। तत्पश्चात् विपक्षी संख्या 2 बैंक में कृ.उ. मण्डी समिति, दौसा में दिनांक 6-1-2000 से निरन्तर अंशकालीन सफाई कर्मचारी के पद पर दैनिक वेतन पर कार्य किया। उसने विपक्षीगण के यहां 240 दिन से अधिक कार्य किया। विपक्षी संख्या 2 बैंक शाखा में एक पद सफाई अंशकालीन सफाई कर्मचारी का रिक्त है। श्रमिक ने इस आशय से दैनिक वेतन पर कार्य किया कि जब भी भविष्य में बैंक में सफाई कर्मचारी का पद रिक्त होगा जब उसे प्राथमिकता के आधार पर नियमित करने का अवसर दिया जायेगा। श्रमिक ने बैंक में शाखा प्रबंधक को दिनांक 30-11-99 को रिक्त पद पर नियमित किये जाने हेतु आवेदन दिया था जिस पर कोई कार्यवाही नहीं की गई। विपक्षीगण के यहां सफाई कर्मचारी का नियमित पद रिक्त होने पर श्रमिक के नाम पर विचार न कर रोजगार कार्यालय से नाम मंगवाकर भर्ती की प्रक्रिया प्रारंभ की गई जो अधिनियम शास्त्री अवार्ड, देसाई अवार्ड तथा श्रम कानून अधिनियम के प्रावधानों का उल्लंघन है। श्रमिक को सेवा से पृथक करते समय न तो कोई वरिष्ठता सूची प्रकाशित की गई और न ही उसे कोई नोटिस दिया गया। प्रार्थना की गई कि श्रमिक की सेवा समाप्ति का आदेश अवैध व अनुचित घोषित करते हुए उसे सवेतन एवं निरन्तर विपक्षी संस्थान में सेवा में लिया जाए व उसे वे सभी लाभ दिलवाये जायें जो कि श्रमिक को सेवा में रहते हुए प्राप्त होते।

अप्रार्थीगण की ओर से प्रस्तुत जवाब में उल्लेख किया गया कि श्रमिक ने कभी भी अस्थाई या स्थाई रूप से बैंक के अधीन कार्य नही किया। उसने अनुबंध के अनुसार कार्य किया है। उस पर बैंक कर्मचारियों के लिए लागू सेवा शर्तें/नियम/एवार्ड/समझौते तथा अन्य नियम लागू नहीं होते है। भारत सरकार की नीतियों के अनुसार बैंक में अधीनस्थ स्टाफ की नियुक्ति हेतु एक निश्चित प्रक्रिया है जिसके अनुसार मेरिट के आधार पर स्थाई नियुक्ति की जाती है। प्रार्थी का क्लेम अधिनियम की धारा 2 (ओ ओ) (बी बी) के अंतर्गत चलने योग्य नहीं है। श्रमिक ने एक वर्ष में 240 दिन कार्य नहीं किया है। संघ रजिस्टर्ड मान्यता प्राप्त नहीं है। श्रमिक के द्वारा सन् 1997 से दिनांक 5-1-2000 तक कार्य करना गलत है।

प्रार्थी की ओर से अप्रार्थीगण के द्वारा पेश किये गये जवाब के प्रत्युत्तर में क्लेम में उल्लेख किये गये तथ्यों को दोहराया गया।

पक्षकारों के अभिकथनों के आधार पर निम्नलिखित विवाद बिन्दु बनाये गये —

1. आया प्रार्थी ने अप्रार्थी संख्या-1 की दौसा मुख्य शाखा में सन् 1997 से 5-1-2000 तक दैनिक वेतन पर व अप्रार्थी संख्या-2 शाखा कृषि उपज मण्डी समिति, दौसा में दिनांक 6-1-2000 से दिनांक 16-2-2000 तक अंशकालीन सफाई कर्मचारी के पद पर दैनिक वेतन पर कार्य किया ?
2. आया प्रार्थी को अप्रार्थी बैंक के द्वारा विशिष्ट कार्य हेतु ठेके पर अनुबन्धित किया गया था, यदि हां तो इसका प्रभाव ?
3. आया प्रार्थी की सेवा समाप्ति औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफ का उल्लंघन कर की गई ?
4. प्रार्थी क्या सहायता प्राप्त करने का अधिकारी है ?

प्रार्थी की ओर से क्लेम के समर्थन में दीनदयाल व राजकुमार के शपथ पत्र प्रस्तुत किये गये जिनपर प्रति परीक्षा करने का अवसर अप्रार्थी के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में प्रतिलिपि पत्र प्रदर्श डब्ल्यू 1, व डब्ल्यू 2, प्रतिलिपि वाउचर प्रदर्श डब्ल्यू 3 व प्रतिलिपि सरकुलर प्रदर्श डब्ल्यू 4 प्रस्तुत किये गये। विपक्षीगण की ओर से सुरेन्द्र खंडेलवाल का शपथ पत्र पेश किया गया जिस पर प्रतिपरीक्षा करने का अवसर श्रमिक के प्रतिनिधि को दिया गया।

बहस सुनी गयी व पत्रावली का अवलोकन किया गया। विवाद बिन्दुओं का विनिश्चय निम्न प्रकार से किया जाता है :—

बिन्दु सं. 1 :—संघ के सचिव दीनदयाल ने स्वीकार किया है कि वह श्रमिक को कार्य करते हुए नहीं देखता था। अतः उसके इस कथन का कोई महत्व नहीं है कि श्रमिक ने सन् 1997 से दिनांक 5-1-2000 तक विपक्षी संस्थान में स्थायी कर्मचारी के स्थान पर सफाई कर्मचारी के रूप में अप्रार्थी संख्या 2 में कार्य किया। राजकुमार का कथन है कि उसने अप्रार्थी संख्या 1 के अधीन विपक्षी बैंक की दौसा, मुख्य शाखा से सन् 1997 से दिनांक 5-1-2000 तक कार्य किया तथा विपक्षी संख्या 2 बैंक में दिनांक 6-1-2000 से निरन्तर अंशकालीन सफाई कर्मचारी के पद पर कार्य किया। उसने निम्न प्रकार से दैनिक वेतन पर सफाई का काम करना बताया —

वर्ष 1977 में

दिनांक		
कब से	कब तक	दिनों की संख्या
15-1-97	19-1-97	4
17-2-97	22-2-97	6
3-3-97	22-3-97	20
5-5-97		1
17-5-97		1
16-6-97	17-6-97	2
11-7-97	22-7-97	12
2-9-97	8-9-97	7
29-9-97		1
13-10-97	18-10-97	6
2-11-97	3-11-97	2
27-11-97	28-11-97	2

31-11-97		1
		65

वर्ष 1998 में:—

दिनांक		
कब से	कब तक	दिनों की संख्या
1-1-98		1
15-1-98	20-1-98	6
31-1-98	3-2-98	4
27-2-98	28-2-98	2
2-3-98	18-3-98	17
25-3-98	28-3-98	4
13-4-98		1
17-4-98		1
18-5-98	20-6-98	34
23-6-98	4-7-98	12
5-7-98	24-7-98	20
30-8-98	12-9-98	14
27-9-98	8-10-98	17
16-12-98	17-11-98	2
7-12-98		1
		136

वर्ष 1999 मे

दिनांक		
कब से	कब तक	दिनों की संख्या
27-1-99		1
4-2-99	1-3-99	26
5-4-99	6-4-99	2
17-4-99	22-4-99	6
1-6-99	9-6-99	9
13-6-99	23-6-99	6
16-8-99		1
10-9-99	25-10-99	26
1-12-99	16-2-2000	78

अप्रार्थीगण की ओर से श्रमिक द्वारा उक्त तिथियों को कार्य किये जाने का खंडन नहीं किया गया । अतः प्रमाणित होता है कि श्रमिक ने विपक्षी संस्थान में सन् 97 में 65 दिन, सन् 98 में 136 दिन तथा सन् 99-2000 में 155 दिन कार्य किया । श्रमिक के अनुसार उसने उक्त कार्य स्थायी कर्मचारी के अवकाश पर जाने के कारण बतौर अंशकालीन सफाई कर्मचारी का कार्य किया । इस प्रकार उक्त विवेचन मे श्रमिक द्वारा बतौर अंशकालीन सफाई कर्मचारी का कार्य दैनिक मजदूरी के आधार पर करना प्रमाणित होता है ।

बिन्दु सं. 2 :—अप्रार्थी की ओर से कोई लिखित प्रमाण प्रस्तुत नहीं किया गया जिसके आधार पर यह निष्कर्ष निकाला जा सके कि श्रमिक ठेके पर नियुक्त किया गया था । अतः इस बिन्दु का विनिश्चय अप्रार्थी के विरुद्ध किया जाता है ।

बिन्दु सं. 3 :—प्रार्थी द्वारा वर्ष 1997 से 2000 के बीच एवं सेवा समाप्ति के पूर्व तक 240 दिन या उससे अधिक कार्य किया जाना प्रमाणित नहीं होता । अतः अधिनियम की धारा 25 एफ का उल्लंघन प्रमाणित नहीं है । प्रार्थी के विद्वान अधिवक्ता का तर्क है कि श्रमिक की सेवा समाप्ति के पश्चात् ताराचन्द की नियुक्ति की जाने से अधिनियम की धारा एच के प्रावधान आकृष्ट होते है । प्रार्थी ने इस बारे में कोई उल्लेख न तो स्टेटमेंट ऑफ क्लेम में और न ही अप्रार्थी द्वारा प्रस्तुत जवाब में प्रत्युत्तर में किया है । अतः उक्त आरोप पर विचार नहीं किया जा सकता । इसके अतिरिक्त विपक्षी के साक्षी सुरेन्द्र खंडेलवाल का कथन है कि ताराचंद को नियमित नियुक्ति दी गई । अतः ताराचंद की नियुक्ति किये जाने से अधिनियम की धारा 25 एच का उल्लंघन होना प्रमाणित नही होता । प्रार्थी के विद्वान प्रतिनिधि का यह भी तर्क है कि विपक्षी बैंक के सरकुलर दिनांक 6-11-85 के अनुसार जिन अस्थाई कर्मचारियों ने 90 दिन की सेवा की है उन्हे स्थायी नियुक्ति में लिये जाने हेतु अवसर दिये जाने का प्रावधान है । उक्त सरकुलर का सुसंगत भाग निम्न प्रकार है :—

"1. It has been decided that all temporary employees who have put in a minimum of 90 days total temporary service in subordinate staff cadre may be given one time chance for consideration for permanent appointment (on full time or part-time basis) subject to fulfilling the following eligibility criteria :—

(i) All temporary employees who have put in an aggregate of 90 days or more temporary service in the Bank after 1-1-1976 will be appointment and cases prior to that are not to be considered generally except on merits. The temporary employees having less than 90 days service need not be considered.

2. In view of the foregoing, the Branch Managers Controlling Authorities/Departmental Heads are advised to examine the individual cases of temporary employees at their end and forward the applications of those who fall under the above category. The applications received by them complete in all respects should be forwarded to the Manager, Personnel Administration, Head Office, Jaipur not later than the 14th December, 1985."

उक्त सरकुलर से स्पष्ट है कि उक्त अवसर सन् 1985 मे एक बार दिया गया । श्रमिक के मामले में उक्त सरकुलर लागू नही होता ।

बिन्दु सं. 4:—उक्त बिन्दुओ के विनिश्चय के आधार पर अप्रार्थी के द्वारा प्रार्थी की सेवा समाप्ति अवैध एवं अनुचित नही पायी जाती । अत प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नही है ।

पचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए ।

ह./ अपठनीय,
पीठासीन अधिकारी

नई दिल्ली, 11 अप्रैल, 2002

का. आ. 1539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ हैदराबाद के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या आई.डी. 14/90) को प्रकाशित करती है, जो केंद्रीय सरकार को 10-04-2002 को प्राप्त हुआ था ।

[सं.एल-12012/299/89-आई आर (बी-III/(बी-I)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 11th April, 2002

S.O. 1539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 14/90) of the Industrial Tribunal Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Hyderabad and their workman, which was received by the Central Government on 10-04-2002.

[No. L-12012/299/89-IR-(B-III/B-I)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri Syed Abdullah, B.Sc., B.L., Chairman, Industrial Tribunal-I.

Dated : 10th day of December, 2001

INDUSTRIAL DISPUTE No. 14/90

BETWEEN :

1. General Manager (Operations),
State Bank of Hyderabad,
Head Office, Gunfoundry,
Hyderabad-500177.

2. General Secretary,
State Bank of Hyderabad Workers Organisation,
3-4-208, Lingampally X Roads,
Kachiguda, Hyderabad-500027.
.. Petitioner.

AND

S. B. H. Head Office,
Hyderabad Rep. by its,
Deputy General Manager,
Personnel Department, Hyderabad.
.. Respondent.

APPEARANCES :

Petitioner Party in Person.

Sri A. V. S. S. Prasad, Advocate for Respondent.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12013/299/89-IR. B(III) dated 22-2-90, referred the following dispute under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the Employer in relation to the Management of State Bank of Hyderabad and their workman to this Tribunal for adjudication :—

"Whether the action of the State Bank of Hyderabad, Hyderabad, in not granting special leave in terms of para 13.39(b) of the bipartite settlement dated 8-9-83 to Shri P. Ravinder, Member of the Central Committee of National Organisation of the Bank Workers, was justified. If not what relief the workman is entitled to?"

2. This reference was registered as I.D. No. 14/90 by this Tribunal way back on 12-3-1990.

3. An Award dated 18-9-1990 was passed by this Tribunal holding that the action of the State Bank of Hyderabad, Hyderabad in not granting special leave in terms of para 13.39 (b) bipartrate settlement dated 8-9-83 to Sri P. Ravinder member of Central Committee of National Organisation of bank worker, is not justified, and consequently entitled

for grant of special leave upto 17 days in a calender year from 1997 onwards.

4. Aggrieved by the Award the State Bank of Hyderabad, represented by the Assistant General Manager (P.E.R.H.R.D.), Hyderabad filed Writ Petition No. 17456|90 in the Hon'ble High Court of A.P. which was allowed holding that an exparte ward was passed and thereby the award dated 18-9-1990 is set aside by remanding the case to the Tribunal for disposal on merits after giving an opportunity to the Bank.

5. On receipt of the order from the Hon'ble High Court, the case was taken on file on 28-11-2001 and issued with notice to both the parties for their appearances on 10-12-2001.

6. On the date of hearing i.e., 10-12-2001 the employees union represented by its General Secretary made an endorsement on the petition that the management has been extending special leaves to office bearers w.e.f. 1997 onwards as such not interested to pursue the matter further.

7. The respondent bank also filed the counter stating that an agreement was reached between the banks and the Indian Bank Association along with their workmen and enteded into a bipartite settlement dated 19-10-66 to grant special leave to the office bearers and therefore it is prayed that the reference be treated as resolved.

8. In view of the unequivocal admissions of both parties award is passed in terms of the bipartite settlement dated 19-10-66 to the affect that the office bearers|Central Committee members of National Organisation of Bank Workers are entitled for grant of special leaves w.e.f. 22-10-97. No costs.

Dictated to the Shorthand writer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal on this the 10th day of December, 2001.

SYED ABDULLAH, Industrial Tribunal

नई दिल्ली, 11 अप्रैल, 2002

का.आ. 1540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीको ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या सी.आर. 98/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-04-2002 को प्राप्त हुआ था ।

[सं.एल-12011/3/98-आई आर (बी-I)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th April, 2002

S.O. 1540.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. C.R. 98/98) of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chiko Grameena Bank and their workman, which was received by the Central Government on 10-04-2002.

[No. L-12011/3/98-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN" III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE

Dated : 28th March, 2002

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court,
Bangalore.

C.R. No. 98/98

I PARTY

The General Secretary,
Chiko Bank Employees Organisation
CBEO, 2nd Floor,
Om Shree Complex,
Rathnagiri Road,
Near Ashirvand Hospital,
Chickmangalur-577101.
Advocate—R. Nagendra Naik

II PARTY

The Chairman,
Chiko Grameena Bank,
Head Office,
I. G. Road,
Chickmangalur-577101.
Advocate—P. S. Sawkar

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12011/3/98-IR(B-I) dated 13th November, 1998 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Chiko Grameena Bank in not paying the Daftry Allowance to their sub Staff with effect from 1-1-1991 is justified ? If not, to what relief they are entitled ?"

2. The workmen of the Chiko Bank represented by the General Secretary, Chiko Bank Employees Organisation has raised this dispute and the said dispute is referred to this Tribunal.

3. Parties appeared and filed very lengthy Claim Statement and Counter respectively.

4 The case of the 1st Party Union is as follows

5 The 1st Party is a Trade Union registered under the Provisions of the Trade Unions Act, 1926 The number of workmen working in the 2nd Party Bank is slightly over 100

6 The 2nd Party bank is a Grameena Bank established under the provisions of the Regional Rural Banks Act 1976 The Regional Rural Banks were sponsored by various National Commercial Banks and the 2nd Party bank was sponsored by the Nationalized Corporation Bank Service conditions of such banks is stated in para 4 & 5 of the Claim Statement

7 It is the further case of the 1st Party Union that the sub staff in the 2nd Party Bank perform all the duties of the subordinate staff in the sponsor bank, in particular, the work to be discharged by the daftary involves simple binding of books and registers, press copying, filing independently letters and other papers in respective files as per indications marked thereon, assisting in issuing stationery, stacking under guidance, old records in orderly manner and assisting in giving them out when required, under kind the whole process of sorting arranging numbering, tallying the total number of and stitching the vouchers

8 It is the further case of the union that the senior most subordinate staff in each Branch of the Second Party Bank is discharging all these functions which are discharged by the daftary/subordinate staff in the Second Party Bank

9 It is the further case of the union that wherever there is only one member of the subordinate staff in the 2nd Party Bank he is also discharging the functions of cash peon These duties include, to take money orders, to buy stamps, to carry postal articles including insured articles to the post office, to stitch currency note bundles, to stitch and seal parcels and packets containing currency notes, to transit cash from the Bank to an office branch outside or vice versa, to carry the cash from strong room to cash cabin and from cash cabin to strong room

10 It is the further case of the Union that under the Bipartite Settlement and award, a cash peon is also entitled, to special allowance known as cash peon allowance However, where duties of daftary and cash peon are performed by one and the same person such person would be entitled to be paid the Daftary Allowance only and not cash peon allowance

11 In para 6 of the Claim Statement it is said that certain clarifications from the National Bank for Agriculture and Rural Development (NABARD) regarding entitlement of subordinate staff of Regional Rural Banks for daftary allowance and details are given

12 The 1st party union for these reasons and for some other reasons has prayed to pass award in its favour

13 Against this the case of the management in brief is as under —

14 The main contention of the management is that sub staff are not entitled to receive Daftary allowance from 1-1-1991 as specific entrustment of work of a Daftary to the sub staff was from June, 1993 onwards, pursuant to circular dated 14th June, 1993 and hence Daftary allowance is being paid only from that date

15 The service conditions of the Regional Rural Bank is stated in detail in para 3 and 4 of the Counter

16 In para 5 it is also stated that the Central Government constituted a committee known as Equation Committee for making recommendations in regard to the equation of posts and the consequent fixation of new scales of pay, allowances and other benefits The Committee gave its recommendation on 16-1-1991 and the Government of India, accepting the recommendations of the committee issued instructions as stated in para 5 of the Counter It was regarding various allowances applicable to the officers and other employees There was no mention of post of daftary or payment of daftary allowance to sub staff who are performing the work of Daftary

17 It is the further case of the management that this aspect was clarified in the circular and clarification was also sought from NABARD regarding Daftary allowance and Government of India issued instructions as per letter dated 5th July 1991

18 It is the further case of the management that in the said letter it is clarified that as regards the claim for payment of daftary allowance the practice prevailing in the rural branches of sponsor banks where only one peon is provided may be followed Accordingly the 2nd Party referred the matter to the sponsor bank and the Sponsor Bank informed the 2nd Party the duties to be performed by Sub-staff (messengers) for being eligible for receiving Daftary allowance and stated that where a branch is provided with only one sub-staff, he would be entitled to receive daftary allowance of Rs 119 per month. The matter was therefore placed before the Board of the 2nd Party in its 51st meeting held on 25 9 1992 and the Board took a decision to obtain further information from other RRBs before taking a final decision in the matter

19 It is the further case of the management that the Govt of India, accepting the recommendations of the Working Group and issued instructions circular dated 20th March, 1993 clarifying the position regarding the payment of daftary allowance

20 It is the further case of the management that the circular dated 20th March, 1993 Daftary allowance is to be made applicable and when the post of Daftary is created in the RRB in the head office/branche The matter was placed before the Board of Directors of the 2nd Party The duties of Daftary are also stated in the same para

21 It is the further case of the management that accordingly a circular dated 14th June 1993 was issued by the 2nd Party extending the payment of Daftary allowance to Messengers and thereby ordering all the messengers to carry out the duties of daftaries also The said allowance of Rs 119 p m is being paid to all messengers who are performing duties of daftary with effect from 1-6-1993 Some other details are also stated in the Counter Management for these reasons and for some other reasons has prayed to reject the reference

22 It is seen from the record that the management examined MW1 Manager (Personnel) His evidence is that the bank in question has entrusted duties of Daftary only from 14th June 1993 onwards and prior to that there was no specific entrustment of duties and there was no post Ex M-7 to M 14 are the related documents and Ex M 1 to M 6 are the circular issued by the NABARD Govt of India pursuant to the award

23 He further says that during the Conciliation Proceedings the bank offered a special proposal to give Daftry Allowance from 1st March 1993 to 31st May 1993 and also provided the union withdraws claims from 1st January 1991 But the union did not agree for the same

24 Against this, the Secretary of the Union gave evidence He speaks about the circulars and letters He also said that if one sub staff is in the bank, he has to do the duty of Daftry apart from his regular work Ex W1, W2 and W3 are marked in his evidence

25 I have carefully perused the evidences documents and circulars relied by the management and the workmen I have also carefully perused the Written Argument submitted by the learned counsel for the 1st Party

26 The main contention of the workmen is that messengers appointed are entitled for Daftary Allowance from 1st January 1991

27 Against this it is contended by the management that the 2nd Party Bank is the sponsored bank by the Corporation Bank and this bank appointed Daftaries only in 1993 and the management is paying Daftary allowance

28 It is further contended by the management that whereever there is one messenger and discharging all duties, the messenger is being paid allowances

29 MW1 is cross examined by the 1st Party It is in the evidence of MW1 that the 2nd Party Bank is sponsored by the Corporation Bank

30 I have carefully perused the circular issued on 5th July 1991 MW1 states in his cross examination that the bank decided to pay Daftary Allowance from 14-6-1993 and not earlier and now they are paying Daftary Allowance

31. WW1 is the Secretary of the Union. He clearly admits in his cross examination that in the appointment order it is stated that the Bank will give daftary allowance. It is true that the duties which he had deposed were the part of the duties of messengers at the time of joining duties. From his evidence it is clear that the Union as contended is not entitled for Daftary allowance in all the cases.

32. It was argued by the learned counsel for the management in the 2nd Party Bank is being sponsored by the Corporation Bank and has appointed Daftaries only in January 1993 and from that period the management is paying Daftary Allowance and earlier they had no Daftaries at all and only one messenger was in the Bank and the Bank was paying allowances.

33. In view of this submission the union cannot demand for Daftary allowance in respect of staff who were not entrusted to discharge the duties of Daftary from the beginning of the service.

34. Ex. M4 is the letter dated 5th July 1991. According this Ex. M4 the directions were given that RRBs received guidelines from the sponsored Bank. Corporation Bank is a Sponsored Bank of the second party management.

35. I have carefully perused the clarifications given by the National Banks for Agriculture and Development. According to Ex. M6 Annexure Daftary Allowance is to be made applicable as and when the post of daftary is created in the RRB in the head office and or branches. In respect of Branches, the allowance should be made applicable only to the messenger who is to be entrusted with the work of daftary provided such allowance is paid by the sponsor bank to the messenger in its rural branch where only one peon or messenger is provided.

36. This is an important submission made by the learned counsel appearing for the bank because it is an admitted fact that the Corporation Bank is a sponsored bank and it is seen from the records that wherever there was only one peo nor messenger who was discharging all duties and according to the submissions of learned counsel for the management for such staff Daftary allowance was paid but the Second party bank has appointed Daftary only in the year 1993 and therefore it is willing to pay Daftary allowance from the year 1993 and not from the year 1991 as demanded by the 1st Party Union.

37. I have also carefully considered the Circular Ex. M8. regarding Daftary Allowance to Messenger Staff. I have also considered Ex. W1 to Ex. W3.

38. Keeping in mind the Circular and instructions and the evidence of MW1 and WW1 I am of the opinion that the 2nd Party bank has appointed Daftary only in the year 1993 and the workmen are entitled for Daftary Allowance from the year 1993 as admitted by the Bank.

39. It is also clear that whenever there is one messenger and discharging all duties, he is entitled for Daftary allowance as seen from the records. Accordingly I proceed to pass the following order :

ORDER

The reference is allowed holding that the 2nd Party Bank has appointed Daftary in the year 1993 and such Daftaries are entitled for Daftary Allowance only from the year 1993 and not from the period 1-1-1991. Further the reference is answered holding that wherhever there is one messenger and was discharging duties of Daftary from the beginning such Messenger is entitled Daftary allowance w.e.f. 1-1-1991. Accordingly reference is disposed off.

(Dictated to PA transcribed by her corrected and signed by me on 28th March 2002).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2002

का.आ. 1541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या सी.आर. 67/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-04-2002 को को प्राप्त हुआ था ।

[सं. एल-12012/64/2001-आई आर (बी-I)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th April, 2002

S.O. 1541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. C.R. 67|2001) of the Central Government Industrial Tribunal| Labour Court Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 10-04-2002.

[No. L-12012|64|2001-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

"SHRAM SADAN",

III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE

Dated : 28th March, 2002

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com, LLB, Presiding Officer

CGIT-Cum-Labour Court,

Bangalore.

C.R. No. 67|2001

I PARTY

Shri Devindrappa,
S|o Veeraarappa Doddi,
Ex. Employee Sweeper,
State Bank of India,
Bural P.O.,
Humnabad.
Bidar Dist.

II PARTY

The Asstt. General Manager,
State Bank of India,
Region No. 11, Zonal Office,
Keshwapur,
Hubli-580023.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-26012|64 2001|IR(B-1) dated 7th September 2001 for adjudication on the following schedule :—

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Devindrappa w.e.f. 1-7-1997 is justified ? If not, what relief the workman is entitled ?"

2. The 1st Party workman was working with the management. He was terminated. Dispute is raised and the same is referred. When the reference was issued notices were sent to parties. The first party workman did not attend this tribunal at all.

3. Second Party has filed Vakalat. The workman neither appeared nor filed the Claim Statement. In view of this the following order is passed.

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 28th March 2002).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2002

का.आ. 1542— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार छावनी मंडल, कंटोनमेंट बोर्ड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अजमेर के पंचाट (संदर्भ संख्या एल.सी.आर.-12/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-04-2002 को प्राप्त हुआ था

[सं.एल-13025/1/2002-आई आर (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 11th April, 2002

S.O. 1542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. LCR-12|97) of the Industrial Tribunal|Labour Court, Ajmer now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chawani Mandal, Contonment Board and their workman, which was received by the Central Government on 11-4-2002

[No. L-13025 1 2002-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

. . . . . .

पीठासीन अधिकारी : गजेन्द्र सिंह राठौर, आर एच जे एस

. . . . . .

(रेफरेंस नं. एल.सी.आर. 12/1997

. . . . . .

राकेश कुमार पुत्र श्री हीरालाल (अनुसूचित जाति) आयु 32 वर्ष निवासी गोदाम मंडी मौहल्ला, नसीराबाद जिला अजमेर

प्रार्थी

बनाम

छांवनी मंडल कंटोनमेंट बोर्ड, नसीराबाद जिला अजमेर जरिए इसके अधिशाषी अधिकारी ।

. . . .अप्रार्थी

. . . . . .

उपस्थित : श्री कैलाश सुनारीवाल, विद्वान अधिवक्ता, प्रार्थी : श्री रामस्वरूप, विद्वान अधिवक्ता, अप्रार्थी

. . . . . .

दिनांक : 26-3-2002

अवार्ड

1. प्रार्थी श्रमिक विपक्षी के अधीन चतुर्थ श्रेणी कर्मचारी के पद पर वर्ष 1986 में नियुक्त हुआ । दैनिक वेतन भोगी के रूप में नवंबर 1992 तक लगातार कार्य किया व श्रमिक को पहले 22/- रु प्रतिदिन के हिसाब से रु. 660/- प्रतिमाह वेतन भुगतान किया जाता रहा श्रमिक की सेवाओं को निरंतर बढाया जाता रहा तथा उसने विपक्षी नियोजक से कई बार चतुर्थ श्रेणी के रिक्त पद पर नियमित करने हेतु निवेदन किया परंतु असफल रहा । इससे व्यथित

होकर प्रार्थी ने माननीय उच्च न्यायालय के समक्ष एस.बी. सिविल रिट पिटीशन 7611/92 प्रस्तुत की। इस रिट के पेश करने पर नियोजक ने उसे 1-12-92 से मौखिक रूप मे सेवा से हटा दिया।

प्रार्थी द्वारा पेश की गई रिट याचिका मे 28-2-97 को माननीय उच्च न्यायालय ने यह आदेश पारित किया कि विवाद का न्याय निर्णयन तथ्यात्मक प्रश्नों पर साक्ष्य के बाद ही किया जा सकता है एवं ऐसी साक्ष्य श्रम न्यायालय के समक्ष प्रार्थी 28-2-97 से चार सप्ताह के भीतर आवेदन प्रस्तुत करने पर श्रम न्यायालय द्वारा ली जाकर अंतर्निहित विवादित प्रश्न का न्याय निर्णयन अधिकतम छ: सप्ताह में करेगा।

प्रार्थी ने माननीय उच्च न्यायालय के इस आदेश की सत्यापित प्रतिलिपि प्राप्त करने के उपरांत, आदेश के अनु-सरण मे 23-4-97 को इस न्यायालय के समक्ष आवेदन प्रस्तुत किया जो दर्ज किया गया। इस आवेदन के मद सं.2 में प्रार्थी ने विपक्षी के विभिन्न कार्यालय आदेशों का विवरण अंकित किया है जिनके द्वारा उसकी दैनिक वेतन पर नियुक्ति को समय-समय पर आगे बढाया जाता रहा था। मद सं.4 मे विपक्षी के विभिन्न पदाधिकारियों द्वारा प्रार्थी के हक मे जारी किए गए प्रशंसा प्रमाण पत्र का विवरण भी अंकित किया। प्रार्थी ने विपक्षी द्वारा 1-12-90 से उसे मौखिक सेवा मुक्ति के कृत्य को चुनौती दी है व बताया है कि उसने वर्ष 86 मे नवंबर 92 तक लगातार छ: वर्ष के अधिक समय तक कार्य किया तथा विपक्षी ने सेवा मुक्ति मे पूर्व उसे नोटिस अथवा नोटिस की एवज में एक माह का वेतन व छंटनी मुआवजा संदाय नही किया व इस प्रकार धारा 25एफ औद्योगिक वि.अधि. की पूर्ण अवहेलना की जिस कारण उसकी सेवा मुक्ति अवैध व शून्य होकर निरस्त किए जाने योग्य हो जाती है प्रार्थी ने मांग की है कि पूर्व वेतन सहित उसे पुन सेवा मे लिए जाने का आदेश दिया जावे तथा उसे चतुर्थ श्रेणी कर्मचारी के पद पर नियमित किया जावे।

प्रार्थी ने अपना शपथ पत्र प्रस्तुत किया है जिस पर विपक्षी द्वारा जिरह संपादिक की गयी है। प्रार्थी की ओर से दस्तावेज प्रदर्श डब. 1 लगायत डब. 12 भी पेश किय गये है।

2. अप्रार्थी का प्रत्युत्तर है कि प्रार्थी को वर्ष 1986 मे चतुर्थ श्रेणी कर्मचारी के पद पर नही रखा गया था बल्कि वह दैनिक वेतन भोगी कर्मचारी के रूप मे वर्ष 1991 मार्च मे रखा गया था व उसका वेतन रु. 22 प्रतिदिन था। प्रार्थी केवल निर्धारित समयावधि के लिए ही रखा गया था तथा निर्धारित सेवा अवधि के बाद कार्य नही देने पर अप्रार्थी नियोजक को किसी प्रकार बाध्य नही किया जा सकता है। प्रार्थी ने 30-11-92 तक कार्य किया था। अप्रार्थी का कहना है कि प्रार्थी द्वारा प्रस्तुत क्लेम काफी देरी से प्रस्तुत हुआ है तथा प्रार्थी द्वारा वर्ष 87 में नियोजक का जो प्रमाण पत्र जारी करना बताया गया है वह नियोजक के द्वारा जारी शुदा नहीं है क्योंकि प्रार्थी 1991 में ही दैनिक वेतन भोगी नियुक्त किया गया था।

अप्रार्थी की ओर से श्री विष्णुलाल तंवर ने अपना शपथ पत्र प्रस्तुत किया है जो प्रार्थी द्वारा जिरह पश्चात् साक्ष्य में ग्रहण किया गया। अप्रार्थी की ओर से प्रदर्श एम-1 लगायत एम-26 दस्तावेज भी पेश किये गये हैं।

3. बहस सुनी गयी पत्रावली पर उपलब्ध अभिकथन, साक्ष्य का विवेचन कर निम्नांकित विचारण बिन्दु इस विवाद के न्याय निर्णयन हेतु सहायक होंगे:

1. आया प्रार्थी ने वर्ष 86 मे नवम्बर 1992 तक लगातार विपक्षी के अधीन दैनिक वेतन भोगी के रूप में लगातार कार्य कर धारा 25बी औद्योगिक विवाद अधि. के अधीन लगातार सेवा की है?
2. आया विपक्षी द्वारा धारा 25एफ औद्योगिक विवाद अधि. की अनुपालना किये बगैर प्रार्थी की सेवा मुक्त कर देने का कृत्य वैधानिक रूप से सही व उचित है? यदि नही तो इसका मौजूदा विवाद पर क्या प्रभाव पड़ता है।
3. अनुतोष

4. उक्त विचारण बिन्दुओं पर हमारा न्याय निर्णयन निम्न प्रकार है:

बिन्दु संख्या 1: प्रार्थी ने अपने सशपथ कथन में बयान किया है कि उसे दैनिक वेतन भोगी के रूप में जबानी काम पर रखा गया था व नियुक्ति पत्र नही दिया गया। प्रदर्श डब. 2 प्रमाण पत्र वर्ष 1987 का जारीशुदा है जो राजीव शर्मा अधिशाषी अधिकारी के हस्ताक्षरयुक्त है। इसके आधार पर वह यह बताता है कि उसे जून 86 में रखा गया था यद्यपि गवाह मानता है कि प्रदर्श डब. 2 में कोई तारीख व क्रमाक अंकित नही है। राकेश कुमार ने यह भी माना है कि उसकी भर्ती सेवा नियमो के तहत नही हुई थी। उसे नवम्बर 1992 को अधिशाषी अधिकारी रमेश चंद्र द्वारा हटा दिया गया। उसके बाद नियोजक द्वारा अन्य कोई नई भर्ती नही की गयी।

अप्रार्थी के गवाह विष्णुलाल तंवर का बयान है कि प्रार्थी ने साढ़े तीन सौ सत्तर दिन काम किया था परन्तु लगातार नही किया। प्रार्थी को प्रतिदिन के हिसाब से पूरे माह का एक साथ वेतन दिया जाता था। गवाह ने इस बात को सही बताया है कि सेवा पृथक किये जाने के दिन से पूर्व के बारह माह में प्रार्थी ने एक सौ साढ़े सित्यासी दिन काम किया था। प्रार्थी ने दिसम्बर 91, मई 92, फरवरी 92 तथा अक्तूबर 92 के अलावा सफाई का काम किया था। गवाह ने इस बात को भी स्वीकार किया कि सफाई का काम लगातार होता है तथा 91-92 एवं उससे पूर्व सफाई कर्मचारी के स्वीकृत पद रिक्त पड़े थे प्रार्थी ने सफाई के अलावा ऑफिस में भी काम किया था। प्रमाण पत्र प्रदर्श डब. 4 सही दिया गया है।

प्रमाण पत्र प्रदर्श डब. 2 जिसके अंतर्गत 20-2-87 से समय समय पर 2-7-87 तक प्रार्थी को प्रतिदिन वेतन पर कार्य कराने का विवरण अंकित है, छावनी अभिशापी अधिकारी द्वारा 1-1-87 को जारीशुदा प्रमाण पत्र है। प्रार्थी के द्वारा 24-7-97 को एक प्रार्थना पत्र इस आशय का पेश किया गया है कि वर्ष 1987 में जो कार्यालय आदेश अप्रार्थी द्वारा उसकी नियुक्ति से संबंधित जारी किये गये उनकी प्रतियां तलब की जावे तथा इसके साथ ही कुछ अन्य दस्तावेज तलब कराने की मांग भी इस प्रार्थना पत्र के अंतर्गत की गयी थी। न्यायालय ने सर्वप्रथम आदेश दि. 6-6-97 पक्षकारान को अपने अपने दस्तावेज पेश करने का निर्देश पारित किया था। तदुपरान्त 26-2-98 की आदेशिका के अनुसार विपक्षी ने प्रार्थना पत्र प्रार्थी 24-7-97 द्वारा वांछित दस्तावेज पेश करने की प्रति अनिच्छा व्यक्त कर दी। ऐसी परिस्थिति में यह अवधारणा लगाया जाना स्वाभाविक है कि अप्रार्थी ने प्रदर्श डब. 2 में अंकित कार्यालय आदेशों की प्रतियां जानबूझकर न्यायालय के समक्ष पेश नहीं की है तथा इस कारण प्रदर्श डब 2 में अंकित विवरण को स्वीकार करना ही न्यायालय के समक्ष एकमात्र विकल्प रह जाता है। प्रार्थी ने यद्यपि वर्ष 1986 से अपनी नियुक्ति दैनिक वेतन भोगी के रूप में अभिकथन किये हैं परन्तु प्रदर्श डब 2 के अनुसार उसकी नियुक्ति 20-2-87 से ही मानी जा सकती है।

प्रार्थी द्वारा प्रस्तुत प्रमाणपत्र क्रमश प्रदर्श डब. 4 लगायत प्रदर्श डब 11 वर्ष 1991 व 1992 से संबंधित है। इसी प्रकार प्रदर्श एम-1 लगायत एम-26 विभिन्न कार्यालय आदेश है जो 18-3-91 से शुरू होकर 14-11-92 तक की अवधि के है। उक्त एम-1 लगायत एम-26 को देखने से यह मालूम पडता है कि प्रार्थी को कभी सात, कभी दस व कभी पंद्रह दिवस के लिए सफाई कर्मचारी के रूप में अन्य कर्मचारियों के साथ साथ नियुक्ति प्रदान की गयी एवं उसकी अवधि समय समय पर बढाई जाती रही थी। दि. 2-7-87, जो तिथि प्रदर्श डब 2 के अनुसार आखिरी तिथि है के बाद से 18-3-91 के बीच प्रार्थी विपक्षी के यहा नियोजित रहा अथवा नहीं। इस बाबत कोई साक्ष्य अथवा दस्तावेज हमारे समक्ष प्रस्तुत नहीं किया गया है। ऐसी परिस्थिति में दोनों प्रकार की संभावनायें ही परिकल्पित हो सकती हैं, एक संभावना तो यह है कि प्रार्थी 2-7-87 के पश्चात् ही दैनिक वेतन पर विपक्षी के यहा नियोजित किया जाता रहा व दूसरी संभावना यह लगाई जा सकती है कि 2-7-87 के पश्चात् प्रार्थी काम पर नहीं रहा बल्कि 18-3-91 से ही पुन. रु 22 प्रतिदिन दैनिक वेतन पर नियुक्त हुआ। न्यायालय के समक्ष चूंकि दोनों संभावनाओं में किसी एक को सही मानने का कोई आधार विद्यमान नहीं है अतएव अप्रार्थी पक्ष के गवाह श्री विष्णुलाल तंवर के सशपथ कथन के अंशों पर ही आधारित रहना होगा। उक्त गवाह ने प्रार्थी द्वारा कुल 370 एवं आधा दिन काम करना बताया है परन्तु उसका यह भी कहना है कि इस अवधि में प्रार्थी लगातार कार्यरत नहीं रहा। गवाह ने इस बात को सही बताया है कि सेवामुक्ति के बारह माह पूर्व की अवधि में कुल एक सौ साढे सत्यासी दिन प्रार्थी ने काम किया था। प्रार्थी ने अपने अभिकथन में यह बताया है कि उसे 660 रु. प्रतिमाह वेतन दिया जाता था, जबकि इसके विपरीत अप्रार्थी ने ऐसा कोई कथन नहीं किया है कि मजदूरी रोजाना दैनिक रूप से चुकायी जाती थी बल्कि गवाह का कहना है कि पूरे माह का वेतन एक साथ ही दिया जाता था। ऐसी परिस्थिति में जबकि सफाई का कार्य लगातार चलने वाला कार्य था तथा दैनिक वेतन पर रखे जाने के बावजूद पूरे माह का वेतन एकजाई रूप में दिया जाता था तब एक सौ साढे सित्यासी कार्य दिवसों के साथ साथ यदि सार्वजनिक अवकाश, व शनिवार तथा रविवार के अवकाश जोडे जावे तो निश्चित रूप से प्रार्थी श्रमिक 240 दिन की गणना सेवा मुक्ति से पूर्व के बारह माह में पूरी कर लेना माना जा सकता है। इस प्रकार धारा 25बी(2)(ए)(2) औद्योगिक विवाद अधि. के अंतर्गत प्रार्थी द्वारा सेवा अवधि मानी जा सकती है।

अत बिन्दु स 1 का निर्धारण प्रार्थी के पक्ष में तय किया जाता है।

बिन्दु संख्या 2 अप्रार्थी के गवाह विष्णु लाल तंवर ने अपने सपथ बयानों में बताया है कि प्रार्थी को छटनी से पूर्व नोटिस अथवा मुआवजा राशि नहीं दी गयी क्योंकि वह डेली वेजज पर निर्धारित समय के लिए करता था। अप्रार्थी का उक्त अभिकथन स्पष्ट रूप से प्रकट करता है कि धारा 25 एफ औद्योगिक विवाद अधि. के निदेशात्मक प्रावधानों का पालना विपक्षी द्वारा प्रार्थी की छंटनी से पूर्व नहीं की गयी है अत 1-12-92 से प्रार्थी की मौखिक सेवा मुक्ति कानूनन शून्य होकर अनुचित व अवैध है।

अतः बिन्दु संख्या 2 का निर्धारण प्रार्थी के हक में किया जाता है।

आदेश

बिन्दु संख्या 3 (अनुतोष) प्रार्थी द्वारा एस बी सिविल रिट पिटीशन न 7611 92 दि. 23-11-92 का प्रस्तुत किया जाना प्रदर्श डब 1 के अनुसार पाया जाता है। अत मौखिक सेवा मुक्ति तिथि 1-12-92 से पूर्व से ही उक्त रिट याचिका प्रार्थी द्वारा प्रस्तुत कर दी गयी थी पर प्रार्थी का यह अभिकथन कि रिट याचिका प्रस्तुत करने से क्षुब्ध होकर ही उसे सेवा मुक्त किया गया, को बिल्कुल निराधार अथवा मनगढत नहीं माना जा सकता। ऐसी परिस्थिति में अप्रार्थी का यह कहना कि विवाद अत्यधिक देरीना रूप से पेश किया गया है, की कोई मायने नहीं रखता है क्योंकि प्रार्थी ने माननीय उच्च न्यायालय के आदेश 28-2-97 के अनुसरण में उसकी सत्यापित प्रतिलिपि 4-4-97 को प्राप्त करने के चार माह के भीतर-भीतर अर्थात् 23-5-97 को मौजूदा प्रार्थना पत्र पेश कर दिया था।

प्रार्थी के हक में इस आशय का अवार्ड पारित किया जाता है कि विपक्षी द्वारा 1-12 92 से उसकी मौखिक सेवामुक्ति अवैध व अनुचित घोषित होकर प्रभाव शून्य है।

प्रार्थी 1-12-92 से ही दैनिक वेतन भोगी कर्मचारी के रूप में पुन सेवा मे लिये जाने का अधिकारी है तथा उक्त तिथि 1-12-92 से सेवा में पुन लिये जाने तक का दैनिक मजदूरी वेतन (बेक-वेजेज) भी पाने का अधिकारी होगा। राज्य सरकार द्वारा समय समय पर न्यूनतम दैनिक मजदूरी मे की गयी बढ़ोतरी का लाभ भी प्रार्थी को प्रदान किया जावेगा। संपूर्ण बकाया वेतन पर चार प्रतिशत वार्षिक ब्याज की दर से प्रार्थी ब्याज भी प्राप्त कर सकेगा। अप्रार्थी नियोजक सफाई कर्मचारी के पदो की रिक्तता एव कार्य की निरंतरता व प्रार्थी को कार्य पर रखने की उपयोगिता के संबंध मे विचार करने के उपरांत उसे सेवा मे नियमित किय जाने अथवा धारा 25 एफ औद्योगिक विवाद अधिनियम की अनुपालना पश्चात् छंटनी करने के लिए स्वतंत्र होगा।

अवार्ड आज दि. 26-3-2002 को खुले न्यायालय मे लिखाया जाकर खुले न्यायालय मे सुनाया गया। अवार्ड की प्रति नियमानुसार राज्य सरकार को वास्ते प्रकाशनार्थ प्रेषित की जावे।

राजेन्द्र सिह राठौड़, न्यायाधीश

नई दिल्ली, 11 अप्रैल, 2002

का. आ. 1543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधिशाषी अधिकारी, छावनी मडल के प्रबधतंत्र के सबद्ध नियोजकों और उनके कर्मकारो के बीच, अनुबध मे निर्दिष्ट औद्योगिक विवाद मे औद्योगिक अधिकरण, अजमेर के पंचाट (संदर्भ सख्या सी आई टी आर—22/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2002 को प्राप्त हुआ था।

[सं. एल—13012/8/96—आई आर(डी यू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 11th April, 2002

S.O. 1543.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. UTR-22|97) of the Industrial Tribunal|Labour Court, Ajmer now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Adhishashi Adhikari, Cchawani Mandal and their workman, which was received by the Central Government on 11-4-2002.

[No. L-13012|8|96-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)
पीठासीन अधिकारी : राजेन्द्र सिह राठौड़, आरएचजेएस
सीआईटीआर 22/97

[रिफरेंस नं. एल—3012/8/96—आई. आर. (डी. यू.)
दि. 14-10-97]

अध्यक्ष छावनी मंडल कर्मचारी सघ, नसीराबाद, अजमेर
...प्रार्थी

बनाम

अधिशाषी अधिकारी, छावनी मडल, नसीराबाद, अजमेर
अप्रार्थी

उपस्थित : श्री अशोक ऐरन, विद्वान अधिवक्ता, प्रार्थी
श्री रामस्वरूप, विद्वान अधिवक्ता, अप्रार्थी

दिनांक 26-3-2002

अवार्ड

1. केन्द्र सरकार के श्रम मत्रालय द्वारा प्रेषित विवाद इस न्यायाधिकरण को वास्ते अधिनिर्णयार्थ प्राप्त हुआ, जो निम्नानुसार है :

"क्या छावनी अधिशाषी अधिकारी, छावनी मंडल, नसीराबाद के द्वारा श्री प्रहलाद पुत्र श्री रामदेव को दि. 24-5-95 के आदेश द्वारा सफाई कर्मचारी को सफाई जमादार के पद पर पदोन्नत किया जाना उचित एवं वैध है? यदि नही तो श्रमिक किस राहत का अधिकारी है?"

2. प्रार्थी ने अपने क्लेम मे बताया है कि छावनी मंडल नसीराबाद के कर्जवेसी ब्रांच मे कार्यरत कर्मचारियों की वरीयता सूची जो जारी की गयी उसमे प्रहलाद पुत्र रामदेव की वरीयता क्र. 16 नबर पर अंकित थी। इसकी वरीयता से पहले पन्द्रह कर्मचारी के नाम थे जो प्रहलाद पुत्र रामदेव से पहले पदोन्नति प्राप्त करने के अधिकारी। छावनी मडल ने वरीयता सूची की अनदेखी करते हुए बिना किसी आधार के पंद्रह वरिष्ठ कर्मचारियों की वरीयता को भी अनदेखी करते हुए क्र. 16 पर प्रहलाद पुत्र रामदेव को सफाई जमादार के पद पर पदोन्नत कर दिया व इस प्रकार विधि विरुद्ध नियमों के विपरीत कार्य किया। प्रार्थी कर्मचारी संघ ने पत्र 27-5-95 द्वारा मंडल छावनी प्रशासन से जानकारी मांगी परतु विपक्षी ने कोई जानकारी नही दी। इस पर प्रार्थी संघ ने सहायक आयुक्त केन्द्रीय श्रम मंत्रालय अजमेर को आवश्यक कार्यवाही कर उचित आदेश पारित करने हेतु शिकायत की जिस पर 6-11-95 व 28-6-96 को दोनों पक्षों को सुना गया व समझाईश की कोशिश की परंतु विपक्षी मंडल ने कोई कार्यवाही नहीं की समझौता अधिकारी के समक्ष अधिशाषी अधिकारी छावनी मंडल ने पत्र 26-8-96 के द्वारा कथन करते हुए बताया कि प्रहलाद पुत्र रामदेव ने अधिशासी अधिकारी

के विरुद्ध एक वाद अनुसूचित जाति व जनजाति अधि. 1989 के तहत एसीजेएम नसीराबाद के न्यायालय मे दायर किया जिसमे बताया कि वह अनुसूचित जाति मे है तथा उसे सफाई जमादार के पद पर पदोन्नत न कर उसके साथ भेदभावपूर्ण व्यवहार किया जा रहा है। इस पर अधिशाषी अधिकारी ने छावनी मंडल के जन स्वास्थ्य समिति के चेयरमैन की एक सदस्यीय समिति गठित की तथा उस समिति के निर्णय को आधार बनाकर प्रहलाद पुत्र रामदेव को सफाई जमादार बना दिया। प्रार्थी का कहना है कि प्रहलाद पुत्र रामदेव ने अनुसूचित जाति जनजाति, अत्याचार निरोध अधि. के प्रावधानो का दुरुपयोग कर अधिशाषी अधिकारी के विरुद्ध परिवाद प्रस्तुत कर उसे ब्लेक मेल किया तथा अधिशाषी अधिकारी ने अपने आपको उक्त परिवाद की कार्यवाही से बचाने हेतु एक सदस्यीय समिति की आड़ मे प्रहलाद पुत्र रामदेव को अन्य वरिष्ठ कर्मचारियों के अधिकार की अनदेखी करते हुए पदोन्नति देकर स्वयं को भयमुक्त किया है। प्रार्थी संघ की माग है कि अप्रार्थी स. 2 प्रहलाद को आदेश 24-5-95 के द्वारा सफाई जमादार के पद पर जो पदोन्नति दी गयी है उसे अपास्त किया जावे तथा अप्रार्थी स. 1 आदेश दिया जावे कि वह वरीयता सूची के आधार पर क्रम से कर्मचारी को उक्त तिथि 24-5-95 से पदोन्नति देकर समस्त लाभ देवे।

2. अप्रार्थी ने अपने जवाब मे बताया है कि प्रहलाद पुत्र रामदेव द्वारा अनुसूचित जाति [illegible] निवारण अधि. के तहत एक प्रार्थना पत्र प्रस्तुत किया गया था उस मुकदमे में राजीनामा हो जाने के कारण मुकदमा खारिज कर दिया गया था। अप्रार्थी सं. 1 द्वारा जारी वरीयता सूची नियमानुकूल है। क्षेत्रीय श्रम आयुक्त के आदेश 26-8-96 के तहत ही प्रहलाद को वरीयता सूची मे आगे लाभ दिया गया है। न्यायालय इन परिस्थितियो मे जो भी नियमानुसार आदेश वरीयता सूची के आधार पर देगा वह अप्रार्थी को मान्य होगा।

3 दोनो ही पक्षो द्वारा कोई दस्तावेज, वरीयता सूची, पदोन्नति आदेश, अजा, अजजा (अत्या. नि.) अधि. के तहत प्रस्तुत परिवाद की प्रति, एक सदस्यीय समिति की अनुशंसा तथा शपथ पत्र व साक्ष्य प्रस्तुत नहीं की गयी है।

4. उभयपक्षो की बहस सुनी गयी, पत्रावली पर उपलब्ध सामग्री का विवेचन किया गया।

अप्रार्थी ने अपने जवाब मे वरीयता सूची जारी होना व उसे नियमानुकूल होना बताया है परन्तु साथ ही उसका यह भी कहना है कि 24-5-95 को प्रहलाद पुत्र रामदेव को मजबूरन मुकदमा दायर करने के कारण जो आधार लिया है वह विधि अनुकूल नहीं है। साथ ही वह प्रार्थना भी की गयी है कि न्यायालय का अवार्ड सर्वमान्य होगा।

न्यायालय, अपुष्ट साक्ष्य के आधार पर इस विवाद के सबध मे कोई अतिम निष्कर्ष निकाल पाने मे नितान्त असमर्थ है। परतु न्यायहित मे अप्रार्थी स 1 को यह आदेश पारित किया जाता है कि उच्च स्तरीय तीन सदस्यो की समिति का गठन अविलब करे, जो समिति वरीयता सूची के आधार पर एव सबधित पक्षो को सुनवाई का मौका देने के उपरान्त, छावनी मडल मे सफाई कर्मचारी के पदोन्नति सबधी नियमो के अनुकूल वरीयता निर्धारित करते हुए आदेश 24-5-95 का पुनरावलोकन करे। ऐसे पुनरावलोकन के फलस्वरूप प्रहलाद पुत्र रामदेव से वरीयता प्राप्त किये कर्मचारियो का वैधानिक अधिकार नियमानुसार बनता हो तो ऐसे कर्मचारी को रामदेव पुत्र प्रहलाद से वरिष्ठ मानते हुए 24-5-95 मे ही सफाई जमादार के पद पर पदोन्नति प्रदान करे एव नियमानुसार पदोन्नत पद के लाभ परिलाभ, वेतन अतर आदि भी अदा करे।

अवार्ड आज दि 26-3-2002 को लिखाया जाकर खुले न्यायालय मे सुनाया गया। अवार्ड की प्रति नियमानुसार केन्द्र सरकार को वास्ते प्रकाशनार्थ प्रेषित की जावे।

गजेन्द्र सिह राठौड, न्यायाधीश

नई दिल्ली, 11 अप्रैल, 2002

का आ 1544—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण मे, केन्द्रीय सरकार दूर सचार विभाग के प्रबन्धतत्र के सबध नियोजको और उनके कर्मकारो के बीच, अनुबध मे निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पचाट (सदर्भ सख्या 479/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2002 को प्राप्त हुआ था।

[स० एल-40012/168/96-आई आर (डी यू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 11th April, 2002

S.O. 1544.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 479/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 11-4-2002

[No. L-40012/168/96-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT, CHENNAI

Friday, the 5th April, 2002

PRESENT :

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 479/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 25/98)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri V. Kannan and the Management of Optical Fibre Cable Project, Department of Telecom, Trichy.)

BETWEEN

Sri V. Kannan. .. I Party/Workman

AND

The Divisional Engineer, Optical Fibre Cable Project, Department of Telecom, Trichy. .. II Party/Management

APPEARANCE :

For the Workman : M/s. P. V. S. Giridhar, Devi Shankar and R. Srinivasan, Advocates.

For the Management : Mr. T. Ravikumar, ASGC.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-40012/168/96-IR(DU) dated 4-02-1998.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 25/98. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, the case has been taken on file as I.D. No. 479/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 02-03-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case by filing their Claim Statement and Counter Statement respectively.

When the matter came up before me for final hearing on 20-03-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side, and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed on merits, the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :

"Whether the action of the Management of the Divisional Engineer, Optical Fibre Cable Project, Department of Telecommunication, Trichy in terminating Shri V. Kannan from 19-01-94 is legal and justified ? If not, to what relief he is entitled ?"

2. The averments in the Claim Statement filed by the I Party/Workman V. Kannan (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner was appointed as a Casual Labour from October 1983 and worked till 19-01-1994. He was selected on being sponsored by the Employment Exchange. He has been rendering service continuously from the date of his appointment. While so, when the Petitioner reported for duty on 19-1-94, the Respondent instructed him orally not to report for work any longer. When the Petitioner questioned as to the reason for disengaging his service, the Respondent refused to give any reason for the same. So, no order of termination was served on the Petitioner. The Petitioner then met the Respondent and requested to allow him to work, but in vain. Thereafter the Petitioner made several representations requesting them to give him employment, but they informed the Petitioner that re-employment could not be considered as per the existing rules of the department. Under such circumstances, the Petitioner preferred a petition for conciliation before Labour Enforcement Officer (Central), Trichy. The Respondent did not file their Counter Statement, as such the conciliation officer was unable to effect any settlement on account of the unreasonable attitude adopted by the Respondent. The conciliation officer submitted a failure report dated 29-8-96. The Government was pleased to refer the dispute pertaining to the termination of the Petitioner's service vide its order dated 4-2-98. The action of the Respondent in terminating his service is unreasonable and illegal. The Petitioner has put in more than one year of continuous service and as such he is entitled to protection under Chapter V-A and V-B of the Industrial Disputes Act, 1947. No notice was served upon him before terminating his service nor was any retrenchment compensation paid to him. No reasons have been given by the Respondent. Hence, his termination is violative of Section 25F of Industrial Disputes Act and is void ab initio. The Telecom department employees more than 100 workmen and as such the Respondent ought to have obtained the prior permission of the Government before retrenching the Petitioner herein, which has not been done. As such, the termination of the Petitioner is violative of Section 25N of the Act. The Respondent has retain the juniors of the Petitioner and also engaged fresh hands to do the work hitherto performed by the Petitioner. This is contrary to Section 25G and 25H of Industrial Disputes Act. The Respondents being a State Agency have failed in their obligation to act as a model employer and observe the principles of Part III and IV of the Constitution. The termination of the Petitioner apart from being grossly in violation of the principles of natural justice is also violative of articles 14, 16 and 21 of the Constitution. Hence, it is prayed that this Hon'ble Court may be pleased to direct the Respondent to reinstate the Petitioner in service w.e.f. 20-01-94 with all back wages and other consequential benefits including continuity of service, regularisation and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Divisional Engineer, Optical Fibre Cable Project, Tiruchirapalli (hereinafter refers to as Respondent) are briefly as follows :—

The Petitioner has shown the Divisional Engineer, Telecom Optical Fibre Cable Division, Trichy as Respondent in this dispute, where as, this division is not at all aware of the Petitioner presence as claimed in the application earlier than September, 1992 and hence, the Petitioner is put to strict proof of the same. The Optical Fibre Cable Division, Trichy was formed in the month of July, 1989 and hence the Petitioner's claim that he was engaged as a casual mazdoor during October, 1983 is not correct. The Optical Fibre Cable Division is not aware of the Petitioner's presence till he was engaged during September, 1992 to November, 1992 for three months by this division purely on contract basis for completing certain specific work. The Respondent department normally engages any person purely on contract basis to complete specific job within the targeted period. When the specific work is completed, engagement of such persons on contract is discontinued. The Petitioner's contention that he was turned down when he reported for duty on 19-1-1994 is incorrect and has no basis at all. The Petitioner is aware of the fact that he was engaged during October, 1992 to November, 1992 purely on contract basis for completing certain specific work and he cannot claim for his engagement and there was no need to serve any termination order for discontinuing his engagement. There was a ban on recruitment after 31-3-1985 and as such the Petitioner's claim could not be considered. The conciliation before the Labour Enforcement Officer, Trichy with the Respondent's Departmental Representative failed as there was strict ban on recruitment after 31-3-1985 and therefore, the Respondent could not accede to the request of the Petitioner. Optical Fibre Cable Division, Trichy is totally unaware of the Petitioner's engagement during 1983 as this division was formed only during July, 1989 and as such the Petitioner's contention that he worked continuously and served more than one year is totally false and incorrect. The Petitioner was engaged purely on contract basis from September, 1992 to November, 1992 for a period of three months only for completion of some specific work. The Petitioner is also aware that his engagement was purely on contract basis and his service would be discontinued after completion of the said

work. The Petitioner is also aware of the fact that once the work is completed the question of he being continuously engaged after completion of the specific work does not arise and as such there is no question of being intimated in any way about his termination. The Petitioner was engaged purely on the basis to complete the specific work. Once the said work was completed, his engagement was discontinued. The Petitioner was engaged on the needs of work and hence, he has not right to the post. Further more, the Petitioner was not a regular workman. Therefore, the question of getting prior permission from the Government for discontinuing the Petitioner's engagement does not arise. The allegation by the Petitioner that the Respondent department retained his juniors is factually false and incorrect, as there was a total ban on the recruitment and as such, the allegation made by the Petitioner is with ulterior motive. The Government will be put to great financial loss, if all the temporary persons who were engaged for short spells for specific work on the basis of need of work were regularised. Further, there are no vacancies of RMs in project due to cadre restructuring. The Petitioner's contention that the Government as a model employer has failed in its obligation is unsustainable and not correct and principles of natural justice were never violated. From the above, it can be seen that no injustice can be said to have been inflicted on the Petitioner and the claim is liable to rejected. Hence, it is prayed that this Hon'ble Court may be pleased dismiss the industrial dispute with cost.

4. When the matter was taken up for enquiry, with the consent of the learned counsel on either side, documents filed by the II Party|Management were marked as Ex. M1 to M5 and on the side of the I Party|Workman a small packet book, purely personal record of employment on muster roll has been marked as Ex. W1. No one has been examined as witnesses on either side. Though the matter has been adjourned from 2-3-2001 to various dates for further proceedings in this case, neither the Petitioner nor his counsel on record present to prosecute this case further. The learned counsel for the Respondent, who has already advanced arguments, has represented that his earlier arguments advanced on 14-12-2001 may be taken as his argument. Then the matter has been reserved for orders on merits.

5. The Point for my consideration is—

"Whether the action of the management of the Divisional Engineer, Optical Fibre Cable Project, Department of Telecommunication, Trichy in terminating Shri V. Kannan from 19-1-1994 is legal and justified? If not, to what relief he is entitled?"

Point :—

The I Party|Workman Sri V. Kannan has raised this industrial dispute questioning the action of the II Party|Management i.e. Department of Telecom, Trichy, through the Divisional Engineer, Optical Fibre Cable Project in terminating his services from 19-1-1994. It is his contention that the said action of the II Party is illegal and unjustified. In the Claim Statement, the I Party|Workman as Petitioner has alleged that he was working as Casual Labour from October, 1983 till 19-1-1994 and he was sponsored by the Employment Exchange and that when he reported for duty on 19-1-1994, he was instructed orally not to report for duty any longer. For stopping him from service, no reason was given and no order of termination was served and that inspite of several representations for employment, he gave to the Respondent|Management, as there was no response, he preferred a petition for conciliation before the Labour Enforcement Officer (Central), Tiruchirapalli. But no settlement was arrived at. So, the concerned officer sent a failure of conciliation report and on that basis the dispute was referred by an order dated 4-2-1998 by the Government of India to the Tribunal as an industrial dispute for adjudication by this Tribunal. It is his further contention in the Claim Statement that the termination is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947 and was opposed to the principles of natural justice and therefore, he sought for reinstatement in service from 20-1-1994 with all back wages and other consequential benefits including continuity of service, regularisation and other attendant benefits.

6. The II Party|Management, Divisional Engineer, Optical Fibre Cable Project, Department of Telecom, Trichy has filed a Counter Statement, as the Respondent would contend that the Office of the Divisional Engineer, Optical Fibre Cable Project, Department of Telecom, Trichy was formed in the month of July, 1989 and therefroe, the contention of the Petitioner that he was engaged as a casual mazdoor from 1983 is not correct and far from truth. It is his further contention that the Petitioner was engaged purely contract basis on daily wages to complete the specified work and after completion of the said work, his service was discontinued. The Respondent would further contend that no appointment order has been issued to the Petitioner nor any identity card was issued to him at any point of time bearing the signature of the Respondent i.e. Divisional Engineer, Optical Fibre Cable Project, Department of Telecom. It is also contended by the Respondent that the Petitioner was not a regular workman and there was no question of getting prior permission for discontinuing the Petitioner's engagement and he was only a temporary|casual workman engaged for a short spell during September, 1992 to November, 1992 just for three months alone purely on contract basis for completing the specified work. Therefore, engagement of the Petitioner for any further period does not arise. Though the Petitioner has alleged in his Claim Statement that he had put in more than one year of continuous service and the Respondent has retained the juniors of the Petitioner and also engaged fresh hands to do the work hitherto performed by the Petitioner and the termination of the Petitioner from service by the Respondent|Management without giving any reason are all violative of provisions under Industrial Disputes Act, 1947. On the side of the Petitioner, a hand book namely Personal Record of Employment on Muster Roll issued by the Assistant Engineer, Telecom, Coaxial Equipment Division, Madurai has been filed in support of the contention of the Petitioner that he had worked in the Respondent|Management and to show that he had put in more than one year of continuous service. This document has been marked subject to the objection of the Respondent counsel. To prove this document, neither the Petitioner nor the person as an officer concerned with this document entries, have not been examined on the side of the Petitioner. The learned counsel for the Respondent|Management has conceded that the Petitioner was engaged as a casual mazdoor for a period of three months during September, 1992 to November, 1992 purely on contract basis and after completion of the said specified work, the Petitioner was not further engaged by the Respondent as a casual mazdoor. For this, there are entries available in Ex. W1 itself. It is shown in Ex. W1 for the admitted period of three months from September, 1992 to November, 1992 particulars in respect of the days the Petitioner had worked and number of muster roll under which he worked and amount paid as his wages have been mentioned. For the subsequent entries for the period the Petitioner alleged to have worked in Trichy Optical Fibre Cable Division. it is shown that he worked under ACG 17. For these entries, the Petitioner has not chosen to give any supportive evidence either by examining himself or anybody else who had connection with these entries available in Ex. W1. So under such circumstances, the other entries remain unproved. On the side of the II Party|Management Ex. M2 has been filed as muster roll for the months of September, 1992 to November, 1992, which contain the name of the Petitioner along with two other persons. From this, it is seen that the Petitioner worked only for three months. In the absence of any acceptable, legal evidence in proof of other entries available in Ex. W1, it cannot be said that the Petitioner has proved to be worked in this Respondent Department from October, 1983 to 19-1-1994. In a case reported as AIR 1981 Supreme Court 1253 between Mohan Lal and The Management of Bharat Electronics Ltd. that "before a workman can complain of retrenchment being not in consonance with Section 25F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service". Admittedly, in this case, the Petitioner has not proved by acceptable, legal evidence that he has been in continuous service for not less than one year under the present Respondent who has retrenched him from service. It is also observed in that decision by the Hon'ble Supreme Court that "both on principle and on precedent, it must be held that Section 25B(2) comprehends a situation where a workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months comencing and counting backwards from the relevant date i.e. the date of retrenchment. If he has he would be deemed to be in continuous service for a period of one year for the purpose of Section 25B and Chapter V-A." This factual aspect, as

required, as it is observed by the Hon'ble Supreme Court, has not been proved by the Petitioner in this case by let in any acceptable, legal evidence. It is further held by the Hon'ble Supreme Court in that case that 'no notice shall be necessary, if the retrenchment is under an agreement which specifies a date for the termination of service. On the side of the Respondent|Management, a memo dated 27-12-2000 has been filed along with 22 volumes of original muster rolls registers maintained by the Respondent which cover the period from 3-11-1989 to 3-4-1994. These Muster Roll originals contain all the persons worked under the Respondent which includes the name of the Petitioner, who worked only for three months period i.e. from September to November, 1992. From this, it is evident that the Petitioner has not worked under the Respondent as a casual mazdoor under any muster roll for any other period and it is further represented on the side of the Respondent that except these muster rolls, the Respondent department had never maintained any other registers like ACG 17 payment. It is further contended by the Respondent Management that the Petitioner was only a daily wage employee engaged on th basis of need for work and he has no right to the post and his disengagement from service cannot be construed as retrenchment under the Industrial Disputes Act. The Hon'ble Supreme Court has held in a case reported as 1997 4 SCC 391 Himanshu Kumar Vidyarthi and Others Vs. State of Bihar and Others that "dispensing with services of persons engaged on daily wages in a Government department is not retrenchment and that disengagement of daily wage employee on completion of work is valid because daily wagers were not appointed according to the rules against any post, and they were appointed according to need of the work and they have no right to the post". This decision of the Hon'ble Supreme Court is squarely applicable to this case also. Though the Petitioner has alleged in his Claim Statement that the Respondent has retained the juniors of the Petitioner and also engaged fresh hands to do the work hitherto performed by the Petitioner, no evidence has been let in to prove this allegation i nthe Claim Statement. In the absence of any such evidence on the side of the Petitioner, it cannot be said that the work that was doing by the Petitioner was still continuing the Respondent department and that work is being attended to by the juniors of the Petitioner. Except Ex. W1, no other evidence has been produced by the Petitioner to prove that he has worked for more than three months, which is admitted by the Respondent. The only identity card produced by the Petitioner, admittedly is not issued by the Respondent with this dispute, but it is issued by the Assistant Engineer, Telecom. Coaxial Equipment Division, Madurai, and he is not a party to this proceeding. On the side of the Respondent|Management, five documents have been marked as Ex. M1 to M5. From M1, it is seen that the Respondent Division started functioning at Trichy only from 20-7-1989 and was not in existence prior to that date. Ex. M3 also reveals the same. Ex. M4 is the xerox copy of the petition filed under Section 2A of the Industrial Disputes Act, 1947 by the Petitioner before the Labour Enforcement Officer (Central), Trichy. In that petition, the Petitioner has stated that he was unable to void a break-in-service from December, 1985 to July, 1992 on some medical grounds i.e. for more than seven years, he was not working. It is held by the Hon'ble Supreme Court in a case reported as Vol. 78 FIR pg. 441 between State of Uttar Pradesh and Another and Kaushal Kishore Shukla that 'under service jurispudence, a temporary employee has no right to hold the post and his services are liable to be terminated in accordance with the relevant service rules and the terms of contract of service.' Thus, on the completion of specified work and after working only for three months, the Petitioner's service were no longer required and hence, the Petitioner was not engaged by the Respondent. Further the Hon'ble Supreme Court held in another case reported as JT 1996 (2) SC 455 that 'an appointment on daily wage basis is not an appointment to a post according to the rules and on completion of work, as they were necessarily to be terminated for want of work.' From all these things, it is evident that the Petitioner had not proved to be worked for 240 days to claim the benefit under various provisions and sections of Industrial Disputes Act, 1947 and he happened to be a daily wage employee engaged purely on the basis of need of work has no right to the post and he worked only for three months from September to November, 1992 as per Ex. M2 admitted entries. So, under such circumstances, the Petitioner cannot claim relief of reinstatement in service with continuity and other attendant benefits in the Respondent Management, the II Party herein. Under these circumstances, there is no question of Responudent|Management, the Divisional Engineer, Optical Fibre Cable Project, Department of Telecom, Trichy, terminating the services of the Petitioner Sri V. Kannan from 19-1-1994. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the I Party Workman Sri V. Kannan is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 5th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : Nil.

Exhibits marked :
For the I Party|Workman :—

Ex. No.	Date	Description
W1	Nil	Original Personal record of employment on muster roll in Respect of the Petitioner.

For the II Party|Management :—

Ex. No.	Date	Description
M1	7-7-89	Xerox copy of the letter from the Director of Telecom to the Chief General Manager of Telecom.
M2	Sept. 92 to Nov. 1992	Xerox copy of the wage report of the Petitioner.
M3	8-5-99	Xerox copy of the letter of General Manager, Telecom. regarding transfer and posting of JTOs.
M4	25-10-95	Xerox copy of the petition filed by the Petitioner before the Labour Enforcement Officer, Trichy.
M5	19|29-8-96	Xerox copy ofthe failure of conciliation report of the L.E.O., Trichy to the Government of India.

नई दिल्ली, 11 अप्रैल, 2002

का. आ. 1545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पेरेन्ट्स टीचर्स एसोशियेशन के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय अरनाकुलम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2002 को प्राप्त हुआ था।

[सं. एल-42012/121/99-आई आर (डी यू)]
कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 11th April, 2002

S.O. 1545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Parents Teacher's Association and their workman, which was received by the Central Government on 11-4-2002.

[No. L-42012/121/99-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM (IN THE LABOUR COURT, ERNAKULAM)

(Wednesday, the 28th day of November, 2002)

PRESENT :

Smt. N. Thulasi Bai, B.A.LL.B.,

Presiding Officer

Industrial Dispute No. 70 of 1999 (Central)

BETWEEN

The Secretary, Parent Teachers Association, Kendriya Vidyalaya, Port Trust Cochin-682003.

AND

The workmen of the above concern P. P. Vijayan, Puthankari House, Kumbalanghi South. P.O., Kochin-682007.

Representations :

M/s Menon & Pai, Advocate, Ernakulam.—For Management.

M/s Youseff & Aysha Lawyers, Mullassery Canal Road, Kochi-682011.—For Workman.

AWARD

This reference was made by the Central Government as per Order No. L-42012/121/99/IR(DU) dated 13-10-1999. The dispute is between the Parent Teachers Association, Kendriya Vidyalaya and their workman Sri. P. R. Vijayan, Driver. The dispute referred is :—

"Whether the action of the management of PTA of Kendriya Vidyalaya, Port Trust in terminating the services of Sri. P. R. Vijayan, Driver w.e.f. 22-6-98 is legal and justified? If not, to what relief he is entitled ?"

2. Workman and counsel absent. No claim statement filed. On so many occasions workman was absent and no claim statement filed so far. Management's counsel present. I am satisfied that the workman is not interested in prosecuting the dispute. Hence I find that there exists no dispute at present between the parties to be adjudicated by this court and award is passed accordingly.

Pronounced by me in open court this the 28th day of November, 2001.
Ernakulam.

N. THULASI BAI, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2002

का. आ. 1546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अजमेर के पंचाट (संदर्भ संख्या सी आई टी आर-23/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2002 को प्राप्त हुआ था ।

[सं. एल-42012/188/96-आई आर (डीयू)]
कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 11th April, 2002

S.O. 1546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. (ITR-23/97) of the Industrial Tribunal/Labour Court Ajmer now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.P.W.D. and their workman, which was received by the Central Government on 11-4-2002.

[No. L-42012/188/96-IR(DU)]
KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)
पीठासीन अधिकारी : राजेंद्र सिंह राठौड़, आरएचजेएस
सी. आई. टी. आर. 23/97

(रेफरेंस नं. एल-42012/188/96 दिनांक 10-10-97)
श्री किशोर कुमार पुत्र श्री भंवरलाल सांखला
म. नं. 950/29, धौला भाटा, अजमेर ..प्रार्थी

बनाम

सहायक अभियंता (विद्युत) अजमेर केन्द्रीय विद्युत मंडल, केन्द्रीय लोक निर्माण विभाग, अजमेर ..अप्रार्थी

उपस्थित : श्री बी. डी. गुप्ता, विद्वान अधिवक्ता, प्रार्थी
: श्री रामस्वरूप जी, विद्वान अधिवक्ता, अप्रार्थी

दिनांक 15-3-2002

अवार्ड

1. केन्द्र सरकार द्वारा इस न्यायाधिकरण को प्रेषित विवाद वास्ते अधिनिर्णयार्थ इस प्रकार है :—

"आया सी. पी. डब्ल्यू. डी. के सहायक इंजीनियर (विद्युत) का श्रमिक किशोर कुमार को सेवा मुक्त कर देने का कार्य उचित एवं वैधानिक है ? यदि नहीं तो श्रमिक किस राहत को पाने का अधिकारी है ?"

2. स्टेटमेंट ऑफ क्लेम्स मे प्रार्थी ने बताया है कि सी. पी. डब्ल्यू. डी. विद्युत उपमंडल अजमेर के केन्द्रीय विद्युत विभाग मे आई बी एम कालोनी पर पंप ऑपरेटर के पद पर कार्यरत था। इसकी नियुक्ति विपक्षी के द्वारा 20-2-91 को की गयी थी। विपक्षी ने अवैधिक तरीके से उसे नौकरी से हटा दिया। समझौता अधिकारी के समक्ष शिकायत के आधार पर वार्ता हुई व विफल होने पर असफल वार्ता प्रतिवेदन सरकार को भेजा गया जहां से विवाद न्याय निर्णयन के लिए भेजा गया। प्रार्थी का कहना है कि विपक्षी के निर्देशानुसार समय-समय पर विभिन्न पालियों में 200 दिवस से अधिक लगातार कार्य किया जिसके बदले उसे प्रतिमाह वेतन अदा किया गया। विपक्षी ने प्रार्थी को परिचय पत्र अपने हस्ताक्षर व सील लगाकर जारी किया था जिससे स्पष्ट है कि उसकी नियुक्ति विपक्षी के द्वारा ही की गयी थी।

विपक्षी द्वारा प्रार्थी को वेतन भुगतान मैसर्स आर. एस. इलैक्ट्रिकल्स नई दिल्ली के माध्यम से कराया जाता था। प्रार्थी को सेवा मुक्त कर दिया गया जबकि उससे कनिष्ठ व्यक्ति उसी पद पर कार्य कर रहे है तथा नई नियुक्तियां भी की जा रही है। प्रार्थी को कार्यालय में बुलाकर 13-5-94 से सेवा मुक्त होने का मौखिक रूप मे आदेश दे दिया गया तथा हटाने से पूर्व किसी प्रकार का नोटिस मुआवजा अथवा एक माह का वेतन नहीं दिया गया। इस प्रकार प्रार्थी ने 20-2-91 से 12-5-94 तक संतोषजनक रूप से कार्य किया है तथा प्रार्थी का कार्य स्थाई प्रकृति का था जो आज भी जारी है। प्रार्थी का निवेदन है कि विपक्षी द्वारा धारा 25 एफ औद्योगिक विवाद अधि. की पालन नहीं की गयी है अतः उसका मौखिक रूप से सेवामुक्ति आदेश गलत, अवैधिक एवं शून्य प्रायः है। प्रार्थी को स्थाई कर्मचारी मानते पंप ऑपरेटर के पद पर स्थाई होने के आदेश प्रदान किये जावे तथा 12-5-94 से आज तक समस्त बकाया वेतन लाभ परिलाभ दिलाये जावें।

प्रार्थी ने अपना शपथ पत्र प्रस्तुत किया है जिस पर अप्रार्थी पक्ष द्वारा जिरह की गयी है। प्रार्थी की ओर से दस्तावेजात भी प्रस्तुत किये गये है जो प्रदर्श डब्ल्यू-1 लगायत डब्ल्यू 4 है।

3. अप्रार्थी का प्रत्युत्तर है कि विपक्षी विभाग मे प्रार्थी को कभी भी नियुक्त नही किया गया अतः उसे नौकरी से हटाने का कोई प्रश्न ही नहीं उठता है। विभाग द्वारा प्रार्थी को कभी भी कोई वेतन भुगतान नही किया गया। प्रार्थी ने ठेकेदार मैसर्स आर. एस. इलैक्ट्रिकल्स नई दिल्ली के अधीन इस विभाग का काम किया है तथा कार्य से संबंधित ठेकेदार के कर्मचारियों को निर्देश दिये जाते रहे है। परिचय पत्र केवल मात्र आई बी एम कॉलोनी में प्रवेश करने हेतु प्रदान किया गया था। प्रार्थी को भुगतान उक्त ठेकेदार द्वारा ही किया गया है जिसमें विभाग के किसी अधिकारी का कोई हस्तक्षेप नहीं था आई बी एम कॉलोनी स्थित पंप ठेके पर चलाने का कार्य अस्थाई प्रकृति का था जिसका ठेका मैसर्स आर एस इलैक्ट्रिकल्स को विभाग द्वारा दिया गया था एवं अब वहा कोई अस्थाई कर्मचारी कार्यरत नहीं है। प्रार्थी ने समझौता अधिकारी के सामने एक अन्य विवाद भी समझौता होने पर रू. 5500/- उक्त ठेकेदार से ही प्राप्त किये है। अप्रार्थी का कहना है कि प्रार्थी विभाग का कर्मचारी ही नही था न ही विभाग द्वारा उसे सेवा मुक्त किया गया अतः धारा 25 एफ औद्योगिक विवाद अधि. के उल्लंघन का मामला नही बनता है। प्रार्थी ने मैसर्स आर. एस० इलैक्ट्रिकल्स जिसके अधीन वह कार्यरत था को इस मामले में प्रतिवादी नहीं बनाया है। अतः प्रार्थी का क्लेम निरस्त किये जाने योग्य है।

अप्रार्थी की ओर से श्री नीरज बंसल सहायक अभियंता व प्रभारी अधिकारी तथा श्री बी. एस. माथुर ने शपथ पत्र पेश किये है जिस पर प्रार्थी पक्ष द्वारा जिरह की गई है। अप्रार्थी की ओर से इस मामले में संबंधित दस्तावेज भी पेश किये गये है जो क्रमशः एम-1 लगायत एम-33 है।

4. बहस सुनी गयी तथा पत्रावली पर उपलब्ध अभिकथन व साक्ष्य का विवेचन किया गया। इस विवाद के न्याय निर्णयन के लिए निम्नांकित बिंदु निर्मित किये गये :—

1— आया प्रार्थी की नियुक्ति 20-2-91 को विपक्षी विभाग द्वारा की गयी थी तथा विपक्षी के अधीन कार्य करते हुए भी उसे 12-5-94 को मौखिक रूप से सेवा मुक्त किया गया अथवा प्रार्थी विपक्षी के ठेकेदार मैसर्स आर.एस.इलैक्ट्रिकल्स नई दिल्ली के अधीन नियुक्त होकर कार्य करता रहा ?

2— अनुतोष

5. प्रत्येक बिंदु पर हमारा निर्णय निम्नानुसार है:—

बिंदु संख्या 1:—प्रार्थी ने अपने सशपथ बयान में बताया है कि 19-2-91 को उसका इंटरव्यू लिया गया था तथा 20-2-91 से उसकी नियुक्ति विभाग द्वारा की गयी थी। परिचय पत्र प्रदर्श डब. 4 को प्रार्थी ने अपना नियुक्ति पत्र बताया। प्रार्थी का कहना है कि 700/-रू. मासिक वेतन दिया जाता था अन्य कोई भत्ता नहीं मिलता था गवाह ने इस बात को स्वीकार किया है कि समझौता अधिकारी ने समझौता वार्ता के दौरान ठेकेदार व विभाग दोनों को ही पक्षकार बनाया था तथा 5500/- रु. उसे ठेकेदार से दिलवाये थे जिसकी रसीद उसने प्रदर्श एम-1 अपने हस्ताक्षर कर जारी की थी। यह राशि 13-5-94 से पहले की थी।

अप्रार्थी के गवाह बी.एस. माथुर ने सशपथ बयान किया है कि सीपीडब्ल्यूडी की कालोनी में विद्युत के कार्य के रख रखाव के लिए निविदायें आमंत्रित की गयी थी । वर्ष 91 के लिए आर.एस. इलै. की निविदा स्वीकार की गयी तथा उक्त ठेकेदार ने अप्रैल 91 से अप्रैल 95 तक कार्य किया प्रार्थी ने उक्त ठेकेदार के अधीन ही कार्य किया था जिसका भुगतान कंपनी के द्वारा ही उसे किया जाता था । पहचान पत्र केवल इस कारण दिये गये थे ताकि कालोनी में अवांछित व्यक्ति प्रवेश कर कोई विद्युत संबंधी कठिनाई उत्पन्न न कर सके । प्रार्थी व ठेकेदार कंपनी के बीच लेन देन बाबत जो विवाद उत्पन्न हुआ था उसका अंतिम भुगतान 5500/-रु. चैक प्रदर्श एम-3 द्वारा दि. 30-6-97 को ठेकेदार कंपनी द्वारा कर दिया गया व जिसकी रसीद प्रार्थी द्वारा जारी की गयी । श्री माथुर ने यह स्वीकार किया है कि पंपिंग स्टेशन पर पंप ऑपरेटर का कार्य स्थाई प्रकृति का है तथा वर्तमान में उनके विभाग के दो आदमी इसका काम कर रहे हैं ।

दोनों पक्षों के बीच तथ्यों के आधार पर जो विवाद उभरकर सामने आता है वह यह है कि जहां एक ओर प्रार्थी प्रदर्श डब. 4 पहचान कार्ड के माध्यम से उक्त कार्ड में अंकित नियुक्ति दिनांक 20-2-91 को बताते हुए नियोजक सीपीडबल्यूडी को बताना चाहता है वही दूसरी ओर विपक्षी 1-4-91 से अप्रैल 95 की अवधि के लिए निविदा स्वीकृत योग्य ठेकेदार आर.एस. इलेक्ट्रिकल्स का कर्मचारी उसे बताते है । प्रार्थी पक्ष का कहना है कि जब ठेकेदार की उत्पत्ति ही 1-4-91 को हुई है तब 20-2-91 को जो ठेकेदार अस्तित्व में ही नही था उसके अधीन प्रार्थी का काम करना व नियुक्त होना किस प्रकार माना जा सकता है । इस विरोधाभासी स्थिति को देखने के लिए प्रदर्श एम-1 जो न्यूनतम वेतन प्राधिकारी का निर्णय 29-8-97 है व हमारी मदद करता है प्रार्थी किशोर कुमार ने उक्त प्राधिकारी के समक्ष मैसर्स आर एस. इलेक्ट्रिकल्स तथा एक्जीक्यूटिव इंजीनियर सीपी डबल्यू डी के विरुद्ध वाद दायर किया था । प्राधिकारी के आदेश में स्पष्ट तौर पर अंकित है कि 20-1-91 से 12-5-96 की अवधि के लिए प्रार्थी ने ठेकेदार के विरुद्ध क्लेम पेश किया था । इस विवाद का निर्णय प्रार्थी व ठेकेदार के बीच पारस्परिक राजीनामे के आधार पर जिसके अनुसार प्रार्थी ने ठेकेदार से ही क्लेम की राशि प्राप्त कर ली एवं रसीद प्रदर्श एम-1 जारी कर दी । इसके अतिरिक्त प्रदर्श एम-1 लगातार एम-32 ठेकेदार कंपनी द्वारा पोषित किये गये उपस्थिति पंजिका की प्रतियां एवं समय समय पर प्रार्थी को किये गये भुगतान की भी रसीदें है जिन पर रेवेन्यू टिकट पर प्रार्थी के हस्ताक्षर वेतन प्राप्ति के संबंध में मौजूद हैं । अतः केवल परिचय पत्र प्रदर्श डब.4 के आधार पर यह माने जाने का कोई समुचित व संतोषप्रद कारण नही है कि प्रार्थी की नियुक्ति वास्तव में विपक्षी विभाग द्वारा ही की गयी थी तथा इसके विपरीत अप्रार्थी द्वारा जो दस्तावेज पेश किये गये है उससे यह बात बिल्कुल सामने आ जाती है कि प्रार्थी मैसर्स आर.एस. इलै. ठेकेदार का ही कर्मचारी था तथा ठेकेदार द्वारा ही उसे भुगतान किया जाता रहा था। यह स्थिति प्रदर्श एम-33 न्यूनतम वेतन प्राधिकारी के निर्णय व आदेश से भी स्पष्ट हो जाती है ऐसी परिस्थिति में यह मानने का कोई कारण नही है कि प्रार्थी विपक्षी विभाग के अधीन नियोजित रहा था व उसी के द्वारा उसे मौखिक रुप से सेवा मुक्त किया गया था ।

प्रार्थी पक्ष ने माननीय सर्वोच्च न्यायालय के विनिश्चय आई आर 1999 एस सी 1160 सेक्ट्री हरियाणा स्टेट इले. बोर्ड बनाम सुरेश के आधार पर यह दर्शाने का प्रयास किया है कि नियोजक औद्योगिक विवाद अधि. के प्रावधानों से बचने के उद्देश्य से ठेकेदार के माध्यम से श्रमिकों को काम पर लगाते है तथा न्यायालय का यह कर्तव्य है कि "डाक्ट्रिन आफ लिफ्टिंग आफ व्हील" को लागू कर यह देखे कि क्या वास्तव में ठेकेदार का अवतरण श्रमिक कानूनों को धता बताने की नीयत से तो नही किया गया है । मौजूदा केस के तथ्यों पर उक्त विनिश्चय के सिद्धांत लागू होना नही माना जा सकता है क्योंकि न्यूनतम वेतन भुगतान प्राधिकारी के समक्ष भी जब प्रार्थी श्रमिक ने ठेकेदार का नियोजन स्वीकार करते हुए समझौते के आधार पर राशि प्राप्त कर ली है तो इसके विपरीत तथ्यों की छान बीन का कोई आधार शेष ही नहीं रहता है ।

बिन्दु सं. 1 का निर्धारण प्रार्थी के विरुद्ध तय किया जाता है ।

आदेश

बिन्दु संख्या 2 : (अनुतोष) : प्रार्थी सीपीडब्ल्यूडी (विद्युत) अजमर द्वारा नियोजन को साबित करने में असमर्थ रहा है अतः एवं विपक्षी द्वारा उसकी मौखिक सेवा मुक्ति का कोई प्रश्न ही उत्पन्न नही होता है। प्रार्थी किसी प्रकार का अनुतोष करने का अधिकारी नही क्योंकि ठेकेदार मैसर्स आर.एस. इलेक्ट्रिकल्स लिमिटेड इस विवाद में पक्षकार नही बनाया गया है। प्रार्थी का क्लेम खारिज किया जाता है ।

अवार्ड आज दि. 15-3-2002 को लिखाया जाकर खुले न्यायालय में सुनाया गया है । अवार्ड की प्रति नियमानुसार केन्द्र सरकार को वास्ते प्रकाशनार्थ प्रेषित की जावे ।

राजेन्द्र सिंह राठौड़, न्यायाधीश

नई दिल्ली, 12 अप्रैल, 2002

का.आ. 1547.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नवोदय विद्यालय के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-53/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-04-2002 को प्राप्त हुआ था ।

[सं. एल-42012/70/2000-आईआर(डीयू)

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 12th April, 2002

S. O. 1547.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-53/2000) of the Central Government Industrial Tribunal/Labour Court Jaipur now as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of Jawahar Navodaya Vidyalaya and their workman, which was received by the Central Government on 12-4-2002.

[No. L-42012/70/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर ।

आदेश संख्या :—एल-42012/70/2000 आई.आर.,डी.यू./ 14/9/2000

प्रकरण संख्या :—सी.जी.आई.टी./53/2000

सुलतान सिंह पुत्र श्री भगवान सिंह जाति जाट निवासी ग्राम नोवडी वाया श्रीमाधोपुर जिला सीकर द्वारा सीकर श्री भारत भूषण आर्य यूनियन सचिव बीकानेर डिविजन ट्रेड यूनियन काउंन्सिल, 1 खजान्ची बिल्डिंग, बीकानेर, राजस्थान ।

—प्रार्थी यूनियन ।

बनाम

प्राचार्य, जवाहर नवोदय विद्यालय पोस्ट गजनेर जिला बीकानेर ।

—अप्रार्थी

उपस्थित :—

प्रार्थी यूनियन की ओर से	श्री असगर खॉन, अधिवक्ता
अप्रार्थी की ओर से	श्री वी.एस. गूर्जर, अधिवक्ता
पंचाट दिनांक	26-02-2002

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद मे अधिनियम कहा गया है) की धारा 10 की उपधारा (1), के खण्ड-घ के प्रावधानों के अन्तर्गत न्याय निर्णयन हेतु निर्देशित किया गया :—

"Whether the action of the management of Jawahar Navodaya Vidyalaya, Gajner (Bikaner) is justified and legal in terminating the services of Sh. Sultan Singh S/o Sh. Bhagwan Singh w.e.f. 9-11-96? If not, to what relief the workman is entitled and from what date ?" ?

प्रार्थी की ओर से बीकानेर ट्रेड यूनियन यूनियन काउन्सिल की ओर से उक्त यूनियन के महासचिव के द्वारा क्लेम प्रस्तुत किया गया जिसमें उल्लेख किया गया कि श्रमिक सुलतान सिंह (जिसे बाद में श्रमिक कहा गया है) की अप्रार्थी संस्थान में प्रारम्भिक नियुक्ति सहायक कुक के पद पर दिनांक 1-10-95 को जबानी आदेश से की गई थी । उसने दिनांक 8-11-96 तक उक्त पद पर निरन्तर कार्य किया तथा दिनांक 9-11-96 से उसे कार्य पर नही लिया व न माह नवम्बर, 96 का वेतन का भुगतान किया गया । सेवामुक्ति से पूर्व उसे न तो कोई नोटिस दिया गया न नोटिस के बदले में एक माह का वेतन व न मुआवजा । छटनी से पूर्व वरिष्ठता सूची का भी प्रकाशन नहीं किया गया और न ही "प्रथम आए आखिर जाए" सिद्धान्त की पालना की गई । सेवा मुक्ति के समय उससे कनिष्ठ कर्मचारी बाबूलाल सैन, श्रीमती मांगू देवी, परमेश्वर लाल, ओमजी कार्यरत थे जिनको सेवामुक्त नही किया गया तथा उसकी सेवामुक्ति के पश्चात् अन्य कर्मचारी मांगीलाल सेन, तेजपाल सिंह, तीन अन्य व्यक्तियों को उक्त कार्य पर भर्ती किया गया जबकि उसे पुन: नियोजन का अवसर नहीं दिया गया । इस प्रकार उसकी सेवा समाप्ति अधिनियम की धारा 25-एफ, जी, एच व औद्योगिक विवाद (केन्द्रीय) नियम, 1957 (जिसे बाद में नियम कहा गया है) का उल्लंघन कर की गई । प्रार्थना की गई कि अप्रार्थी को आदेश दिया जाये कि प्रार्थी को पुन: नियुक्ति दे तथा सेवामुक्ति से वापस काम पर लेने तक का सम्पूर्ण बकाया वेतन भुगतान करे व उसकी सेवा निरन्तरता का लाभ दिया जाये ।

अप्रार्थी की ओर से जवाब में प्रारम्भिक आपत्ति की गई कि भारत संघ क्लेम में आवश्यक पक्षकार है । विपक्षी संस्थान उद्योग की परिभाषा के अन्तर्गत नहीं आता । प्रार्थी को आकस्मिक अस्थाई तौर पर आकस्मिक कार्य की उपलब्धता के कारण एक निश्चित अवधि के लिए दैनिक वेतनभोगी के रूप में कार्य हेतु रखा गया था परन्तु प्रार्थी उक्त कार्य से स्वयं अनुपस्थित हो गया । प्रार्थी को तत्कालीन कार्यवाहक प्राचार्य द्वारा दिनांक 11-11-96 को कार्य पर उपस्थित होने का नोटिस दिया गया जिसे प्रार्थी ने लेने से इंकार कर दिया । उसे पुन: दिनांक 13-11-96 को एक नोटिस दिया गया जिसे प्रार्थी ने लेने से इंकार कर दिया । इस पर नोटिस प्रार्थी के घर पर चिपका दिया गया । प्रार्थी स्वयं ने दिनांक 18-11-96 को एक प्रार्थना पत्र अनुभव प्रमाण पत्र जारी करने हेतु प्रस्तुत किया जिससे स्पष्ट है कि प्रार्थी स्वयं कार्य से अनुपस्थित रहा । क्लेम के खण्डानुसार जवाब में स्वीकार किया गया कि प्रार्थी ने दिनांक 5-10-95 से 15-12-95, 15-01-96 से 26-04-96 व दिनांक 1-7-96 से 8-11-96 तक दैनिक वेतनभोगी के रूप में कार्य किया । यह भी उल्लेख किया गया कि प्रार्थी बिना कार्य किए आर्थिक लाभ पाने की कुचेष्टा में संलग्न है । एक अन्य प्रकरण जो इसी प्रकार अन्य कर्मकार सत्यनारायण छंगानी ने प्रस्तुत किया था जिसमें सत्यनारायण की ओर से प्रार्थी साक्षी के रूप में उपस्थित

होना चाहता था परन्तु जब उक्त प्रकरण मे यह उत्तर दिया या कि वह स्वयं कार्य मे अनुपस्थित रहा व इसी आधार पर प्रकरण समाप्त कर दिया कि वह अप्रार्थी संस्थान में कार्य हेतु उपस्थित हो, परन्तु वह आज तक कार्य पर उपस्थित नही हुआ ।

पक्षकारों के अभिकथनो के आधार पर निम्नांकित विवाद बिन्दु बनाए गए :—

(1) आया प्रार्थी ने विपक्षी संस्थान में दिनांक 1-10-95 से 8-11-96 तक सहायक कुक का निरन्तर कार्य किया ?

(2) आया भारत संघ क्लेम में आवश्यक पक्षकार है ?

(3) आया विपक्षी संस्थान उद्योग की परिभाषा के अन्तर्गत नही आता ?

(4) आया प्रार्थी को आकस्मिक एवं अस्थाई तौर पर निश्चित अवधि के लिए दैनिक वेतन भोगी के रूप मे कार्य हेतु रखा गया था ।

(5) आया प्रार्थी स्वय कार्य से अनुपस्थित हो गया व उसकी सेवाए समाप्त नही की गई ?

(6) आया अप्रार्थी द्वारा प्रार्थी की सेवा समाप्ति अधिनियम 1947 की धारा 25-एफ, जी, एवं नियम, 1957 के नियम-77 का उल्लंघन कर की गई ?

(7) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

प्रार्थी की ओर से क्लेम के समर्थन में स्वयं का शपथ-पत्र प्रस्तुत किया गया जिस पर प्रतिपरीक्षा करने का अवसर अप्रार्थी के अधिवक्ता को दिया गया । प्रलेखीय साक्ष्य में प्रतिलिपि प्रमाण पत्र प्रदर्श डब्ल्यू-1, प्रतिलिपि प्रार्थना पत्र डब्ल्यू-2 से 14, प्रतिलिपि डाक रसीद प्रदर्श डब्ल्यू-15, प्रतिलिपि ए.डी. प्रदर्श डब्ल्यू-16, प्रतिलिपि प्रार्थना पत्र प्रदर्श डब्ल्यू-17, 18, प्रतिलिपि प्राप्ति रसीद प्रदर्श डब्ल्यू-20, प्रतिलिपि कार्य दिवस का रिकार्ड प्रदर्श डब्ल्यू-21, प्रतिलिपि डाक रसीद प्रदर्श डब्ल्यू-22, प्रतिलिपि ए.डी. रसीद प्रदर्श डब्ल्यू-23, प्रतिलिपि प्रार्थना पत्र प्रदर्श डब्ल्यू-24, 25, 26 प्रस्तुत किए । विपक्षी की ओर से कृष्ण कुमार गोयल, प्राचार्य नवोदय विद्यालय, गजनेर का शपथ-पत्र प्रस्तुत किया गया जिस पर प्रतिपरीक्षा करने का अवसर यूनियन के प्रतिनिधि को दिया गया । प्रलेखीय साक्ष्य में उपस्थित रजिस्टर प्रदर्श एम-1 से एम-12 प्रस्तुत किए गए ।

बहस सुनी गई एवं पत्रावली का अवलोकन किया गया ।

बनाए गए विवाद बिन्दुओं का विनिश्चय निम्न प्रकार किया जाता है :—

बिन्दु संख्या 1:— प्रार्थी का कथन है कि उसने अप्रार्थी संस्थान में दिनांक 5-10-95 से दिनांक 8-11-96 तक लगभग 14 माह निरन्तर कार्य किया । उसने स्वीकार किया है कि उपस्थिति रजिस्टर प्रदर्श एम-1 से एम-12 में उसके द्वारा कार्य किए जाने का विवरण सही है । उपस्थिति रजिस्टर के अनुसार प्रार्थी के द्वारा विपक्षी संस्थान में श्रमिक ने अक्टूबर, 95 में 22, नवम्बर, 95 में 26, दिसम्बर, 95 में 13, जनवरी, 96, में 14 फरवरी मे 25, मार्च, 96 में 26, अप्रैल, 96 मे 23, जुलाई, 96 में 27, अगस्त, 96 में 27, सितम्बर, 96 में 26, अक्टूबर, 96 में 27, नवम्बर, 96 में 7 दिन विश्राम दिनों के अतिरिक्त कार्य दिवस का उल्लेख है । इस प्रकार प्रार्थी के द्वारा उक्त अवधि में कार्य किया जाना प्रमाणित है, जिसमें कि विश्राम के दिन सम्मिलित नहीं है । अप्रार्थी के साक्षी के.के. गोयल ने स्वीकार किया है कि प्रार्थी ने दिनांक 9-11-96 से पूर्व के एक वर्ष दिनांक 9-11-95 से 8-11-96 मे कुल 232 दिन कार्य किया, जिस अवधि में विश्राम कार्य सम्मिलित नही दिनांक 9-11-95 से 8-11-96 की अवधि में विश्राम काल 38 दिन उपस्थिति रजिस्टर प्रदर्श एम-1 से एम-12 के अनुसार होते है जिन्हें सम्मिलित करने पर प्रार्थी के द्वारा सेवा समाप्ति के एक वर्ष के पूर्व के वर्ष में 240 दिन से अधिक कार्य विपक्षी संस्थान मे किया जाना प्रमाणित है ।

बिन्दु संख्या :—2 विपक्षी के विद्वान अधिवक्ता ने इस बिन्दु पर जोर नहीं दिया है, अतः इस बिन्दु का विनिश्चय विपक्षी के विरुद्ध किया जाता है ।

बिन्दु संख्या :—3 ए.आई.आर. 1978 सुप्रीम कोर्ट पेज 548 बैंगलोर वाटर सप्लाई बनाम ए. रजप्पा के मामले में उच्चतम न्यायालय के द्वारा विश्वविद्यालय शिक्षण संस्थानों को अधिनियम में दी गई उद्योग की परिभाषा के अन्तर्गत माना है । अतः इस बिन्दु का विनिश्चय अप्रार्थी के विरुद्ध किया जाता है ।

बिन्दु संख्या : 4 अप्रार्थी के साक्षी के.के. गोयल का कथन है कि प्रार्थी को दैनिक वेतनभोगी के रूप में कार्य करने हेतु आकस्मिक तौर पर कार्य पर रखा था । उसका ऐसा कथन नही है कि प्रार्थी को निश्चित अवधि के लिए नियोजित किया गया हो । उसने स्वीकार किया है कि प्रार्थी को माहवार ही भुगतान किया जाता था । प्रार्थी विद्यालय में विद्यार्थियो के लिए भोजन बनाने का कार्य करता था जिसे आकस्मिक नही कहा जा सकता, अतः यह प्रमाणित नही है कि प्रार्थी को दैनिक वेतन भोगी के रूप में आकस्मिक कार्य हेतु निश्चित अवधि हेतु नियोजन मे रखा गया हो ।

बिन्दु संख्या :—5 अप्रार्थी के साक्षी के.के. गोयल का कथन है कि प्रार्थी स्वयं दिनांक 9-11-96 को बिना किसी सूचना के अप्रार्थी संस्थान से अनुपस्थित हो गया था व उसके उपरान्त वह कभी कार्य पर उपस्थित नही आया । प्रतिपरीक्षा में उसका कथन है कि प्रार्थी को कार्य पर आने हेतु नोटिस भेजा गया था परन्तु उसने नोटिस प्राप्त करने से मना कर दिया जिस पर उसके घर के बाहर नोटिस चस्पा कर दिया गया था । अप्रार्थी की ओर से कोई नोटिस पेश

नहीं किया गया अतः उक्त साक्षी के इस कथन पर भरोसा नही किया जा सकता कि प्रार्थी को कार्य पर उपस्थित होने हेतु नोटिस भेजा गया हो जिसे प्रार्थी ने लेने से इंकार कर दिया हो। दूसरी ओर प्रार्थी का कथन है कि उसने अप्रार्थी को सेवा समाप्ति के पश्चात् प्रार्थना पत्र प्रदर्श डब्ल्यू-2 से डब्ल्यू-13 प्रस्तुत किए थे जिनमें उसने उल्लेख किया कि उसकी उपस्थिति दर्ज नही की व न उसे कार्य पर लिया। उसने प्रार्थना पत्र प्रदर्श डब्ल्यू-18 विपक्षी को प्रेषित करना बताया है जिसमें उसनें कार्य पर नहीं लिए जाने बाबत उल्लेख किया है। प्रार्थना पत्र प्रदर्श डब्ल्यू-18 दिनांकित 19-2-97 का प्राप्त होना के.के. गोयल ने स्वीकार किया है व अन्य प्रार्थना पत्र प्राप्त होना अस्वीकार किया है। उक्त प्रार्थना पत्र प्रार्थी के द्वारा यू.पी.सी. से प्रेषित किए गए है व विपक्षी के सही पते पर प्रेषित किए गए है। ऐसा कोई कारण प्रतीत नहीं होता कि उक्त प्रार्थना पत्र प्रार्थी के द्वारा यू.पी.सी. प्रेषित किए जाने पर अप्रार्थी के कार्यालय मे उक्त प्रार्थना पत्रों मे से कोई प्राप्त न हुआ हो। इसके अतिरिक्त प्रार्थी के द्वारा सेवा समाप्ति के तुरन्त पश्चात फरवरी, 97 में ही यूनियन के प्रतिनिधि के द्वारा अधिनियम के तहत कार्यवाही किए जाने के बारे में विवाद उठाया जिससें यह भी प्रकट होता है कि प्रार्थी ने विपक्षी संस्थान में स्वयं ने सेवा नहीं छोड़ी बल्कि उसकी अप्रार्थी के द्वारा सेवा समाप्त की गई। यदि प्रार्थी को पुनः कार्य पर आने का नोटिस दिया गया होता जिसे लेने से प्रार्थी के द्वारा इंकार करना बताया गया है तो अप्रार्थी नोटिस प्रस्तुत कर सकता था जो अप्रार्थी के द्वारा प्रस्तुत नही किया गया, जिसे प्रस्तुत नही करने से यह निष्कर्ष निकलता है कि प्रार्थी का कथन कि विपक्षी के द्वारा उसे दिनांक 9-11-96 से कार्य पर नही लिया गया, विश्वसनीय है। अतः इस विवाधयक का विनिश्चय अप्रार्थी के विरुद्ध किया जाता है।

बिन्दु संख्या :—6 प्रार्थी के द्वारा विपक्षी संस्थान में सेवा समाप्ति के पूर्व के एक वर्ष में 240 दिन से अधिक कार्य किया जाना प्रमाणित है। यह विवादित नहीं है कि सेवा समाप्ति से पूर्व प्रार्थी को न तो एक माह का नोटिस दिया गया व न नोटिस वेतन व न छंटनी का मुआवजा व इस प्रकार अधिनियम की धारा 25-एफ का उल्लंघन किया गया। प्रार्थी ने स्टेटमेंट ऑफ क्लेम के खण्ड संख्या-5 में उल्लेख किया है कि उससे कनिष्ठ श्रमिक बाबूलाल सैन, श्रीमती मांगू देवी, परमेश्वर लाल, ओमजी सेवा में कार्यरत रहे व उसकी सेवा समाप्ति के पश्चात् मांगीलाल सेन, तेजपाल सिंह आदि को अप्रार्थी ने नियोजन में रखा व उसे पुनः नियोजन का अवसर नहीं दिया गया। जिसका खण्डन विपक्षी की ओर से न तो जवाब में किया गया न साक्ष्य में। अतः यह भी प्रमाणित है कि विपक्षी के द्वारा प्रार्थी की सेवा समाप्ति अधिनियम की धारा 25-एफ, जी, एच का उल्लंघन कर की गई। यह भी विवादित नही है कि प्रार्थी की सेवा समाप्ति के समय वरिष्ठता सूची न तो बनाई गई व न उसका प्रकाशन किया गया व इस प्रकार नियम, 1957 के नियम 77 का उल्लंघन किया गया।

बिन्दु संख्या :—7 अप्रार्थी के द्वारा प्रार्थी की सेवा समाप्ति अधिनियम की धारा 25-एफ, जी, एच व नियम, 1957 के नियम 77 का उल्लंघन कर किया जाना प्रमाणित है व उसकी सेवा समाप्ति अवैध एवं अनुचित पाई जाती है। प्रार्थी विपक्षी संस्थान में पुनः नियुक्ति पाने का अधिकारी होगा। उसकी सेवा विपक्षी संस्थान में निरन्तर मानी जावेगी इस तथ्य को ध्यान मे रखते हुए कि सेवा समाप्ति के पश्चात् वह कृषि का कार्य करता रहा है व सक्षम समझौता अधिकारी के समक्ष विवाद सन् 2000 में उठाया गया है विपक्षी से पिछली मजदूरी के रूप में 30 प्रतिशत मजदूरी प्राप्त करने का अधिकारी होगा।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह०/- अपठनीय
पीठासीन अधिकारी

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1548.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल रेलवे, झांसी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-व.म-लेबर-कोर्ट, लखनऊ के पंचाट (संदर्भ संख्या आई.डी. 93/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2002 को प्राप्त हुआ था।

[सं. एल-41012/21/2001आई-आर (बी-I)]
एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 10th April, 2002

S.O. 1548.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 93|2001) of the Central Government Industrial Tribunal| Labour Court Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, Jhansi and their workman, which was received by the Central Government on 10-04-2002.

[No. L-41012|21|2001-IR(B-I)]
N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT :

RUDRESH KUMAR, Presiding Officer

I.D. No. 93|2001

Ref. No. L-41012|21|2001-IR(B-I) dated 22-5-2001

BETWEEN

Brindaban S|o Late Kallu, 647, Nainagarh Nagar, Prem Nagar. Jhansi-284002.

AND

1. The Divisional Railway Manager, Central Railway, Jhansi-284001.

2. The Sr. Divisional Commercial Manager, Central Railway, Jhansi-284001.

AWARD

By order No. L-41012 21|2001-IR(B-I) dated 22-5-2001, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Section 2(A) of I.D. Act, 1947 (14 of 1947) referred this industrial dispute between Brindaban S|o Late Kallu, Jhansi and the Divisional Railway Manager, Central Railway, Jhansi and the Sr. Divisional Commercial Manager, Jhansi for adjudication.

The reference under adjudication is as under :—

"Whether the action of the Divisional Railway Manager, Central Railway, Jhansi in terminating the services of Brindaban w.e.f. 23-7-1991 is legal and justified? If not, what relief the workman is entitled?"

2. The reference order was received on 11-6-2001 and parties were issued notices on 18-6-2001. Management appeared in compliance of the notice but there was no response from the workman. Again, registered notice was sent on 23-7-2001, fixing 27-8-2001. The workman did not appear on 27-8-2001. However, he appeared, on 10-10-2001 and desired transfer of his case to Kanpur. He was asked to apply before the Central Government. On 1-11-2001 both the parties were absent. Notice was issued again fixing 23-11-2001. The workman appeared on this date and applied for adjournment. He was given time till 7-12-2001 for filing claim statement. On 7-12-2001 the workman appeared but requested orally for further time which was granted to him fixing 25-2-2002. He did not appear on 25-2-2002 and also on the next date i.e. 1-4-2002. The claim statement has not been filed so far. The case is pending for the last 10 months but the workman did not file claim statement as yet. Further proceeding can not be taken in absence of claim statement. The attitude of the workman indicates his unwilling to pursue this industrial dispute and so, there is no option but to close the case without entering into merit. Accordingly, 'no claim award' is given.

LUCKNOW

3-4-2002.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2002

का.आ. 1549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे के प्रबंधतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गुवाहाटी, आसाम के पंचाट [संदर्भ संख्या 4(सी) आफ 2001] को प्रकाशित करती है जो केन्द्रीय सरकार को 10-4-2002 को प्राप्त हुआ था।

[सं. एल-41012/197/2000-आईआर (बी-I)]
एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 10th April, 2002

S.O. 1549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 4(C) of 2001] of the Industrial Tribunal Guwahati, Assam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of N. F. Railway and their workman, which was received by the Central Government on 10-4-2002.

[No. L-41012|197|2000-IR(B-I)]
N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Reference No. 4(C) of 2001

PRESENT

Shri K. Sarma, LL.B., Presiding Officer
Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute

BETWEEN

The Management of,

N. F. Railway, Guwahati.

-Versus-

Shri Tarak Sarkar

Date of Award, 13-3-2002

AWARD

This industrial dispute has been referred to by the Govt. of India. Ministry of Labour under section 10 of the I.D. Act vide order No. L-41012|197|2000|IR(B-I) dated 29-12-2000 to adjudicate the dispute arising between the management of N.F. Railway, Guwahati and their workman Shri Tarak Sarkar out of termination of his service as Emergency Peon w.e.f. 14-10-99. The referring authority has framed the following issue for the purpose of adjudicating the dispute between the parties :—

"Whether the action of the Management by terminating the services of Sri Tarak Sarkar from the post of emergency peon with effect from 14-10-1999 is justified, if not what relief the workman is entitled to ?"

On receipt of reference, this tribunal has registered this case and issued notice to both the parties calling upon them to file their written statement|addl. written statement and documents, if any in response to which both the parties have appeared and filed their written statement|addl. written statement and documents. The workman has examined himself as W.W.1 and management has examined on S. P. Deovedi, Deputy Controller of Store, N.F. Railway, Guwahati as M.W.1.

After recording evidence of both the parties, I have heard the arguments advanced by the learned advocate for the both the parties.

The workman case is that the workman was appointed by the management as emergency peon with effect from 18-3-99 vide appointment letter ext. 'A' at the scale of pay 2550-3200 and his service was attached with one S. P. Deovedi, Deputy Controller of Store, N.F. Railway, Guwahati M.W.1 in this case. Although his appointment was for a period of 3 months, but subsequently it was extended and he served for a total period of 7 months till his termination on 14-10-99. The workman was appointed against an existing vacancy and as such he has expected that his appointment shall be made permanent in due course of time. But the management, instead of making his service permanent, has terminated him from his service on 14-10-99 vide termination order ext. 'B' by giving 14 days notice alongwith 14 days pay. In the termination letter the management has not stated any reason for termination, But as per management circular ext. 'D' an emergency peon on completion of 120 days of continuous service shall attain the status of temporady workman and this aspect of the case has been admitted before the conciliation officer in annexure 'D'. As the management has illegally terminated the workman from his service without showing any reason and without holding any enquiry and without giving proper and reasonable opportunity of being heard. the workman raised the industrial dispute before the concerned labour authority who also having failed to settle the matter amicably on conciliation had referred the matter to the appropriate Govt. who have ultimately made this reference to this tribunal. The workman contention is that his termination is illegal because as no enquiry was held and no reasonable opportunity was given to him for being heard and also for defending his case which is against the elementary principle of natural justice, and as such he prays for setting aside the order of termination and also for reinstatement with retrospective effect

The management, by filing written statement, has contended that the appointment of workman was purely temporary and he was terminated from the service because of his misconduct that he has shown by beating the children and domestic dog of M.W.1, Deputy Controller of Store with whom his service was attached and as such his termination can not be said to be illegal. It is further contended that the workman was given proper and reasonable opportunity of being heard and also given 14 days notice alongwith the 14 days of pay by complying with relevant provision of law and hence his termination can not be said to be illegal.

After hearing arguments, advanced by the learned advocate for the both parties, I have gone through record and I found that the workman's appointment as emergency peon was for a period of 3 months initially and thereafter his service was extended as he served for a total period of 7 months as emergency peon in the house of M.W.1 till the date of his termination on 14-10-99. From the circular Ext. 'D' issued by the management and also from conciliation proceeding held before the labour authority which is annexure 'D' it is

established that if a workman who has completes 120 days of work, he attains the status of temporary workman. The workman has apparently attained the status of temporary workman till the date of his termination. Regarding cause of termination, the management has stated in the written statement and evidence that he could not do the kitchen work property and use to beat his children and domestic dog. If it is so, all these allegations constitute misconduct. When a govt. servant commits any misconduct incourse of employment, he must be proceeded by the authority by starting disciplinary proceeding and also by establishing domestic enquiry to enquiry into the allegation. In the proceeding so initiated the workman must be given proper and reasonable opportunity of being heard and defend his case as per law. If any govt. servant is penalised without holding any enquiry and without giving proper and reasonable opportunity of being heard and opportunity for defending his case, it is against the fundamental principle of natural justice which ultimately vitiates the action taken against the workman concerned making the action taken illegal in the eye of law. In the instant case, management could not establish that any of the aforesaid procedures has been completed with before terminating the workman. The management has not denied the fact that workman has attained the status of a temporary workman and hence he can not be penalised without adhering to the procedure established by law.

In view of my aforesaid discussion on materials on record, I find that order of termination is violative to principle of natural justice and procedural law prescribed in that behalf and as such it can not be allowed to stand in the eyes of law and warrants interference by this tribunal in the interest of justice and enquiry.

In the result I hold that order of termination is illegal and is set aside and workman is ordered to be reinstated.

This reference is accordingly answered in favour of the workman with a direction to the management to reinstate the workman in the post of peon against a regular vacancy within 6 months from the date of this award. If the service of the workman is not acceptable as emergency peon by to M.W.1 S. P. Deovadi, Deputy Controller of Store, he should be attached in the office in the same capacity. Prepare an award accordingly.

K. SARMA, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2002

का. आ. 1550.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 33/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-04-2002 को प्राप्त हुआ था।

[सं. एल-22025/1/2002-आईआर(सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 15th April, 2002

S. O. 1550.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 12-04-2002.

[No L-22025/1/2002-IR (C-II)]

N. P, KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present:

Shri E. Ismail

Presiding Officer

Dated : 22nd February, 2002

INDUSTRIAL DISPUTE L. C.I.D. No. 33/2001

Between :

Sri Mekala Nampally,
R/o Ranapur, Mandal Khamanpur,
Karimnagar Dist. ..Petitioner

AND

1. The Colliery Manager,
7th Incline, Godavarikhani.
2. The General Manager,
Ramagundam Area I,
Godavarikhani.

3. The Managing Director (Admn.),
Singareni Collieries Co. Ltd., Kothagudem,
Khammam District. ..Respondents

APPEARANCES :

For the Petitioner : Sri S. Bhagvanth Rao

For the Respondent : Sri J. Partha Sarathy and Sri A. Chandra Sekhar

AWARD

This is a case taken under Sec. 2A (2) of the I. D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W. P. No. 8395 of 1899 dated 3-8-1995 between Sri U. Chinnappa and M/s Cotton Corporation of India and two others.

2. Brief averments of the petition are : That the petitioner was appointed as an employee of the respondent in the year 1990. He was transferred to 7th incline from 6th incline on 30-3-93. His services as coal filler were confirmed on 5-2-97 He has put in 7 years of service.

3 The petitioner was issued with a charge sheet alleging absenteeism and not attending to duties from 16-5-2000 to 28-5-2000 and his services were terminated on 30-5-2000. This is pure victimization and hence he may be reinstzted with back wages, continuity of service and all other attendant benefits etc. The petitioner submitted medical certificate of absenteeism from 6-12-99 to 06-5-2000 but the medical certificate was not considered.

4. A counter was filed stating that his services from 1992 to 2000 is on muster rolls from 1996-2000 and in 1996-169 days, in 1997-130 days, in 1998-126 days, in 1999 and 2000-nil. That he had given medical certificate for the period from 28-10-98 to 5-12-99 and for the period from 6-12-99 to 16-5-2000. A charge sheet was issued which was returned ultimately it was published in Andhra Jyothi dt. 22-3-2000 and a fair and proper enquiry was conducted, He never used to given any information about his absenteeism. Hence, he may not be granted any relief.

5. The counsel for the petitioner stated that the domestic enquiry is fairly conducted. Hence, Ex. W 1 to Ex. W 6 were marked and Ex. M 1 to Ex. M 13 were marked and arguments were heard on the merits of the case. Ex. W 1 is the office order dated 30-3-93 where petitioner was transferred to work at GDK & incline. Ex W 2 is the office order dated 5-2-97 confirming the petitioner as coal filler. Ex. W 3 is the charge sheet. Ex. W 4 is the submission of representation. Ex. W 5 is the memo. Ex. W 6 is the fitness certificate. Ex. M 1 is the charge sheet. Ex. M 2 is paper publication. Ex. M 5 are enquiry proceedings. Ex. M 6 is enquiry report. Ex. M 8 is the show cause notice. Ex. M 10 is the representation of the petitioner. Ex. M 11 is the medical certificate. Ex. M 12 is the letter directing petitioner to settle the accounts.

6. It is argued by the Learned Counsel for the petitioner that the petitioner was appointed in 1990 and he was confirmed on 5-2-97 as a coal filler obviously as his duties were satisfactory due to unavoidable circumstances he was absent and he has also given on explanation vide Ex. 10 that he was sick and could not resume duty. He was suffering from Depressive Psycho Neurosis and he was taking treatment at Warangal under Dr. R. R. Faria.

7. It is argued by the Learned Counsel for the respondent that right from 1996 only his muster rolls were very poor and from 1999 on wards he was practically not attended even a single day. Hence, he is not entitled for any relief whatsoever. And the petition may be dismissed. It may be seen that the petitioner has joined in 1990. He was confirmed in 1997 and 1999 and 2000 he could not attend due to his illness according to him. He has not been paid any gratuity or any terminal benefits. There is no moral turpitude attributed to him. Hence, I am of the opinion that the punishment can be modified to the one of reinstatement. In the result, the Respondent is directed to reinstate the petitioner as coal filler which post he was holding at the time of dismissal on the last pay drawn by him or minimum pay now payable to coal filler whichever is higher. He will not be entitled to back wages. However, he will be en-entitled for continuity of service and his period from 1999 till he is reinstated will be taken as leave without pay. The reinstatement shall be within 30 days from today.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 22nd day of February, 2002.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner	Witness examined for the Respondent
NIL	NIL

Documents marked for the Petitioner/Union

Ex. W 1 : Copy of Lr. No. P. R.G. I/4/1415 dt. 30-3-93

Ex. W 2 : Copy of Lr. No. Agt. GDK. 6/75A/97/183 dt. 5-2-97

Ex. W 3 : Copy of Lr. No. GDK. 7 LEP/06/99/1267 dt. 17-5-2000

Ex. W 4 : Representation dt. 11-5-2000

Ex. W 5 : Copy of Lr. No. GDK. 7 LEP/02/02 K/1386 DT. 29-5-2000

Ex. W 6 : Copy of fitness certificate dt. 5-12-99.

Documents marked for the Respondent

Ex. M 1 : Copy of Charge sheet No. GDK. 7 LEP/06-G/Absts/2000/190 dt. 23-1-2000

Ex. M 2 : Copy of Postal correspondence

Ex. M 3 : Copy of Lr. No. Agt. GDK. 6/81/98/2722 dt. 22-11-98

Ex. M 4 : Copy of paper notification dt. 22-3-2000

Ex. M 5 : Copy of enquiry proceedings dt. 27-3-2000

Ex. M 6 : Copy of enquiry report dt. 30-3-2000

Ex. M 7 : Copy of service particulars of the petitioner

Ex. M 8 : Copy of Lr. No. P. RG. I/32A/2000/2126 dt. 23-4-2000

Ex. M 9 : Copy of postal acknowledgement of show cause notice.

Ex. M 10 : Copy of petitioner's representation dt. 11-5-2000

Ex. M 11 : Copy of medical certificate

Ex. M 12 : Copy of Lr. No. P. R.G. I/32 A/2000/2664 dt. 29-5-2000

Ex. M 13 : Copy of Lr. No. GDK. 7 LEP/02-0/2 K/1386 dt. 29-5-2000.

नई दिल्ली 15 अप्रैल, 2002

का.आ. 1551.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 34/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-04-2002 को प्राप्त हुआ था।

[सं. एल-22025/1/2002-आईआर(सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 15th April, 2002

S. O. 1551.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 12-04-2002.

[No. L-22025/1/2002-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present

Shri E. ISMAIL,

Presiding Officer

Dated : 22nd February, 2002

INDUSTRIAL DISPUTE L.C.I.D. No. 34/2001

BETWEEN :

Sri K. Bhavani Prasad,
C/o S. Bhagwanth Rao,
Advocate, Peddapalli,
Karimnagar Dist. ..Petitioner

AND

1. The Senior Divisional Engineer,
Area Work Shop,
Bellampally Mines, Adilabad Dist.

2. The General Manager,
Singareni Collieries Projects,
Bellampalli, Adilabad District.

3. The Managing Director (Admn),
Singareni Collieries, Kothagudem,
Khammam District. ..Respondents

APPEARANCES :

For the Petitioner : Sri S. Bhagvanth Rao

For the Respondent : Sri J. Partha Sarathy,
Sri V. Hari Haran and
Sri A. Chandra Sekhar

AWARD

This a is case taken under Sec. 2A (2) of the I. D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Brief facts of the case are ; That the petitioner was employed in Singareni Collieries Co. Ltd., He was appointed as employee in S.C.C.L. on 7-2-83 till his removal from service on 6-12-2000. The petitioner has put in 17 years of qualified service and a permanent employee in S.C.C.L.

3. The petitioner was issued a charge sheet of absenteeism during 1999. He submits that during the entire year he was not well and suffered with mental disease and taken treatment in Wardha Sevagram, Maharashtra State. After taking treatment he joined as a fitter from 23 days in January, 2000 when he has put in 7 days in February also he was issued a charge sheet of absenteeism. That an ex parte enquiry was conducted and no fair and reasonable opportunity was given to him. That this petition is maintainable under Sec. 2A (2) and the petitioner may be reinstated in service with back wages and all attendant benefits, continuity of service etc.

3. A counter was filed stating that petitioner was appointed as apprentice on 9-2-83. He was treated as a highly skilled worker. The petitioner absented from duty and after an enquiry he was dismissed from services w.e.f. 6-12-2000. That his attendance was poor right from 1995 and as follows :

Year	No. of Actual Musters put in
1995	186
1996	239
1997	188
1998	155
1999	89
Upto November 2000 (till order of dismissal)	12

Petitioner absented himself for known reason to all and due to his irregular attendance and habitual unauthorized absenteeism the important works at Workshop have been dislocated and hampered. Accordingly, a charge sheet was issued to him. The petitioner received that charge sheet personally on 14-1-2000 but he did not reply and the enquiry notices sent to local as well as permanent addresses of the petitioner which were returned undelivered. Accordingly, a paper publication was made in Eenadu daily paper dated 22-7-2000. The petitioner was given fair and reasonable opportunity but he did not utilise the same. Further, there are full-fledged medical facilities at primary Health Care Centre Dispensaries etc. which, the workmen are entitled to avail at free of cost. He did not inform anything about his medical disability. Hence, is not entitled for any relief.

4. The petitioner's Counsel stated that the enquiry is fairly conducted accordingly no evidence was let in and Ex. W 1 to Ex. W 3 and Ex. M 1 to Ex. M 13 were marked with consent. And arguments were advanced on the merits of the case. Ex. W 1 is the letter sending the enquiry report. Enquiry report is Ex. W 2. Ex. W 3 is the dismissal order.

5. Ex. M 1 is the charge sheet, Ex. M 2 is acknowledgement, Ex. M 3 is the letter, Ex. M 6 is paper notification, Ex. M 8 is enquiry proceedings, Ex. M 11 is is is the dismissal order, Ex. M 12 is the cheque sent from Bhavani Prasad to the petitioner. Ex. M 13 is the gratuity.

6. It is argued by the Learned Counsel for the petitioner that the petitioner has worked from 1983 till 1998 properly. He was not able to attend from 1999 onward because of ill-health and also in 2000 he was notable to work. Accordingly he was issued charge sheet and dismissed from service. The punishment for absenteeism having put in so much of service is definitely to harsh for no fault of his. Hence, he may be reinstated with back wages and continuity of service.

7. The Respondent's Counsel submits that right from 1995 onwards he has been irregular and therefore in 1995 he has put in only 186 days, in 1996—239 days. Even in 1999 he has put in only 89 days, in 2000 only 12 days. Hence, no sympathy may be shown to him and he does not deserve any leniency from the Hon'ble Court.

8. It may be seen that up to 1998 he has been attended the duties of course, in 1998 there is little shortage in the actual muster rolls he has put in but, even if the enquiry is fairly conducted, I am of the opinion that the punishment meted out is little harsh. As no moral turpitude is attached. Misconduct except his irregularity from 1999 or February, 1998 the petitioner gives

an explanation which may or may not be true. However, seeing that he has put in more then 15 year of service regularly and actually 17 years of service, but as his gratiuty and everything has been sent as per exhibits, I am of the opinion that the respondent is directed to reinstate the petitioner as fitter which post he was holding at the time of dismissal however he will not be entitled for back wages or continuity of service. However, he shall be entitled to the last pay drawn or the minimum pay indeed payable to the fitter whichever is higher. The reinstatement shall be within 30 days from today.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 22nd day of February, 2002.

E. ISMAIL, Presiding Officer

Appendix of eveidence

Witness examined for the Petitioner	Witness examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

Ex. W 1 : Lr. No. P. BPA/129/2786 dt. 4-9-2000

Ex. W 2 : Enquiry report dt. 14-1-2000

Ex. W 3 : copy of Lr. No. P. BPA/129/3915 dt. 2-12-2000

Documents marked for the Respondent

Ex. M 1 : Copy of Charge sheet dt. 14-1-2000

Ex. M 2 : Copy of Acknowledgement of Ex. M 1 dt. 14-1-2000

Ex. M 3 : Copy of Lr. No. ENG/25/1069 dt. 27-6-2000

Ex. M 4 : Copy of Regd. Post cover returned plus Copy of Ack. of ENG/2/5/1069 dt. 27-6-2000

Ex. M 5 : Copy of Regd. Post cover returned plus Copy of Ack. of ENG/25/1069 dt 27-6-2000

Ex. M 6 : Copy of paper publication dt. 22-7-2000

Ex. M 7 Copy of Enquiry report dt. 14-1-2000

Ex. M 8 : Copy of enquiry proceedings.

Ex. M 9 : Copy of Lr. No. P. BPA/129/2786 dt. 4-9-2000

Ex. M 10 : Copy of petitioner's service particulars

Ex. M 11 : copy of Lr. No. P. BPA/129/3915 dt. 2-12-2000

Ex. M 12 : Copy of settlement No. CPF 77/5814

Ex. M 13 : Copy of Lr. No. ENG/21/1070 dt. 27-6-2001

Ex. M 14 : Copy of Form L

Ex. M 15 : Copy of Lr. No. ENG/86/425 dt. 2-3-2001

Ex. M 16 : Copy of Lr. No. Agent /MVK & BPA/ 96/533 dt. 27-6-2001

Ex. M 17 : Copy of attendance particulars for the month of January, Feb. & March, 2001.

नई दिल्ली, 15 अप्रैल, 2002

का.आ. 1552.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 188/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-04-2002 को प्राप्त हुआ था।

[सं. एल-22025/1/2002-आई आर (सी-II)]
एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 15th April, 2002

S. O. 1552.—in pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 188/2001 of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 12-04-2002.

[No. L-22025/1/2002-IR (C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HDERABAD

Present

Shri E. ISMAIL

Presiding Officer

Dated : 18th March, 2002

INDUSTRIAL DISPUTE L.C.I.D. No. 188/2001
(I.D. No. 200/99 Transferred from Labour Court-III, Hyderabad)

Between ;

Sri K. Lingachary,
C/o Brahmachary,
Cement Road,
NALGONDA. ...Petitioner

AND

The Assistant Manager (Dept.)
Food Corporation of India,
Miryalaguda,
Nalgonda (Dist.)

..Respondent

Appearances ;

For the Petitioner ; Sri R. Yogender Singh

For the Respondent ; M/s B. G. Ravindra Reddy

AWARD

This case I. D. No. 200/99 is transferred from Labour Court-III, Hyderabad in view of the Government of India, Ministry of Labours order No. H-11026/1/2001-IR (C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 188/2001. This is a case taken under Sec. 2A (2) of the I. D. Act, 1947 in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1998 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Brief averments of the case are ; That the petitioner was engaged as a watchman with the respondent w.e.f. 15-10-1976 as a casual labour. Subsequently, after six month he was appointed a watchman in Godown at Miryalguda. He worked in the post till the end of 1980. From December, 1980 his services were terminated on oral orders on the ground that he will be re-engaged whenever there will be work. That, during his employment he was paid through vouchers. Hence, he has no proof of his engagement with the respondent. After his disengagement his juniors were taken back into service and even they were regularized. He is subjected to discrimination. It is submitted that the petitioner is illiterate therefore, he could not put it in writing.

3. He got issued a registered notice through his Advocate on 16-2-99 but there was no response. Hence, the Respondent may be directed to re-engage the petitioner with continuity of service and back wages and all other consequential benefits.

4. A counter was filed stating that they challenged Sec. 2A(2) . They denied that he worked with the respondent. Hence, they prayed the petition may be dismissed.

5. The petitioner examined himself as WW 1 deposed that he worked at a watchman from 15-10-76. He worked as watchman till December, 1990. He was terminated by oral order without assigning any reason. Although his juniors were taken into regular service. He got issued a lawyer s notice. Ex. W 1 is office copy. Ex. W 2 is the reply notice.

6. In the cross examination, he deposed that he did not filed appointment order or he has not shown that he worked as watchman under the Respondent w.e.f. 15-10-1976 to December, 1980. That the records are only in Respondent custody. He did not give any representation from 1980 to 1999.

7. The Respondent examined the Asst. Manager as MW 1. Denying that the petitioner ever worked. In the cross-examination, he deposed that in Ex. W 2 nothing is mentioned that the petitioner was never engaged.

8. It is argued by the Learned Counsel for the petitioner that taking advantage of the illiteracy of this poor workman who has worked from 1976 to 1980 no mercy shown and his juniors are appointed. Hence, he may be directed to be reappointed with back wages and continuity of service.

9. The Respondent Counsel argued that the petitioner never worked in F.C.I. at any point of time and a false case has been filed. No document is marked. For the first time he woke up after a gap of 19 years. It is a chance litigation and the petitioner deserves no sympathy and he is not entitled for any relief.

10. It may be seen that there is no document to show that the petitioner ever worked. Further taking for granted that he did work for 4 years from 1976 to 1980 his silence for 19 years is too long a delay to be condoned. Further in a case reported in 2001 LLJ 569 their Lordships said to condone delay of 7 years. Condoning a delay of 19 years would amount to jeopardizing entire things that happened in the 19 years. But one thing is certain that either the petitioner worked directly under the F.C.I. or under some contractor. Therefore, in the result the petitioner is not entitled for any relief except that if the Respondent namely, Assistant Manager, F.C.I. Miryalaguda Depot engages any casual labour in future preference to be given to the petitioner taking his seniority as on 15-10-1976. A word of caution that this shall apply for only engaging fresh casual labours from today and there shall be no retrenchment in view of this award.

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 18th day of March 2002.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner	Witness examined for the Respondent
WW 1 Sri K. Lingachary	MW 1 ; Sri M. Siva Rama Krishna

Documents marked for the Petitioner

Ex. W 1 Lawyer notice from WW 1 dt 16-2-1999

Ex. W 2 Reply of Ex W 1 dt. 20-2-99

Documents marked for the Respondent

NIL

नई दिल्ली, 17 अप्रैल, 2002

का. आ. 1553.—कर्मचारी भविष्य निधि तथा कीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 14 ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस संबंध में जारी की गई दिनांक 17 अक्तूबर, 1973 की अधिसूचना संख्या, सां. आ. 548 (ई) का अतिक्रमण करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्धों के दायरे में आने वाले कारखानों/प्रतिष्ठानों के संबंध में उक्त अनुसूची के कालम (3) में उल्लिखित संबंधित क्षेत्रों के लिए नीचे उल्लिखित अनुसूची के कालम (2) में उल्लिखित अधिकारियों को उक्त अधिनियम के अंतर्गत दण्ड के माध्यम से ऐसे नुकसानों को नियोजकों से वसूल करने हेतु शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

अनुसूची

क्रम संख्या	अधिकारी का पदनाम	संबंधित अधिकार क्षेत्र
(1)	(2)	(3)
1.	कर्मचारी भविष्य निधि सगठन के अपर केन्द्रीय भविष्य निधि आयुक्त	जम्मू और कश्मीर राज्य के अलावा सम्पूर्ण भारत
2.	कर्मचारी भविष्य निधि संगठन कारपोरेट मुख्यालय में क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	जम्मू और कश्मीर राज्य के अलावा सम्पूर्ण भारत
3.	कर्मचारी भविष्य निधि संगठन आन्ध्र प्रदेश क्षेत्र मे कार्यरत क्षेत्रीय भविष्य निधि आयुक्त	आन्ध्र प्रदेश राज्य तथा पांडिचेरी के क्षेत्र में यमन का क्षेत्र
4.	कर्मचारी भविष्य निधि संगठन के बिहार क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त	बिहार राज्य
5.	कर्मचारी भविष्य निधि संगठन के छत्तीसगढ़ क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	छत्तीसगढ़ राज्य
6.	कर्मचारी भविष्य निधि संगठन के दिल्ली क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	राष्ट्रीय राजधानी क्षेत्र दिल्ली
7.	कर्मचारी भविष्य निधि संगठन के गोवा क्षेत्र में कार्यरत/क्षेत्रीय भविष्य निधि आयुक्त सहायक भविष्य निधि आयुक्त	गोवा राज्य
8.	कर्मचारी भविष्य निधि संगठन के गुजरात क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	गुजरात राज्य तथा संघ शासित क्षेत्र दादरा और नागर हवेली तथा दमन व द्वीव
9.	कर्मचारी भविष्य निधि संगठन के हरियाणा क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	हरियाणा राज्य
10.	कर्मचारी भविष्य निधि संगठन के हिमाचल प्रदेश क्षेत्र मे कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	हिमाचल प्रदेश राज्य
11.	कर्मचारी भविष्य निधि संगठन के झारखंड क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयक्त/सहायक भविष्य निधि आयुक्त	झारखंड राज्य
12.	कर्मचारी भविष्य निधि संगठन के कर्नाटक क्षेत्र मे कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	कर्नाटक राज्य
13.	कर्मचारी भविष्य निधि संगठन के केरल क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	केरल राज्य तथा संघ शासित क्षेत्र लक्षद्वीप और पांडिचेरी में माहे का क्षेत्र
14.	कर्मचारी भविष्य निधि संगठन के मध्य प्रदेश क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	मध्य प्रदेश राज्य
15.	कर्मचारी भविष्य निधि संगठन के महाराष्ट्र क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	महाराष्ट्र राज्य
16.	कर्मचारी भविष्य निधि संगठन के पूर्वोत्तर क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	असम, नागालैंड, मणिपुर, मेघालय, अरुणाचल प्रदेश, मिजोरम तथा त्रिपुरा राज्य

(1)	(2)	(3)
17.	कर्मचारी भविष्य निधि संगठन के उड़ीसा क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	उड़ीसा राज्य
18.	कर्मचारी भविष्य निधि संगठन के पंजाब क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	पंजाब राज्य तथा संघ शासित क्षेत्र चण्डीगढ़
19.	कर्मचारी भविष्य निधि संगठन के राजस्थान क्षेत्र मे कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	राजस्थान राज्य
20.	कर्मचारी भविष्य निधि संगठन के तमिलनाडु क्षेत्र मे कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	तमिलनाड राज्य तथा यमन और माहे के क्षेत्र को छोड़कर सघ शासित क्षेत्र पांडिचेरी और करिक्कल
21.	कर्मचारी भविष्य निधि संगठन के उत्तरांचल क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	उत्तरांचल राज्य
22.	कर्मचारी भविष्य निधि संगठन के उत्तर प्रदेश क्षेत्र में कार्यरत क्षेत्रीय भविष्य निधि आयुक्त/सहायक भविष्य निधि आयुक्त	उत्तर प्रदेश राज्य
23.	कर्मचारी भविष्य निधि संगठन के पश्चिम बंगाल क्षेत्र मे कार्यरत क्षेत्रीय भविष्य निधि आयुक्त सहायक भविष्य निधि आयुक्त	पश्चिम बगाल और सिक्किम राज्य तथा अडमान और निकोबार द्वीप समूह का संघ शासित क्षेत्र ।

यह अधिसूचना सरकारी राजपत्र मे प्रकाशित होने की तारीख मे प्रभावी होगी ।

[फा० सं० : एस-35013/1/99-एस. एस. II]

के. सी. जैन, निदेशक

New Delhi, the 17th April, 2002

S.O.1553.—In exercise of the powers conferred by section 14B of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) and in supersession of notifications No. S.O. 548(E) dated the 17th October, 1973, issued in this regard, the Central Government authorises the officers mentioned in column (2) of the Schedule mentioned below to exercise the powers to recover from the employers by way of penalty such damages under the said Act for the respective areas mentioned in column (3) of the said Schedule in relation to factories/establishments covered under the provisions of the said Act.

SCHEDULE

Sl. No.	Designation of the Officer	Area in relation to which jurisdiction to be exercised
(1)	(2)	(3)
1.	Additional Central Provident Fund Commissioners of Employees' Provident Fund Organisation	The whole of India except the State of Jammu & Kashmir.
2.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners at Corporate Headquarters of Employees' Provident Fund Organisation	The whole of India except the State of Jammu & Kashmir.
3.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Andhra Pradesh region of the Employees' Provident Fund Organisation	The State of Andhra Pradesh and the area. of Yaman in the territory of Pondicherry
4.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Bihar region of the Employee's Provident Fund Organisation	The State of Bihar.
5.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Chhattisgarh region of the Employee's Provident Fund Organisation	The State of Chhattisgarh.

(1)	(2)	(3)
6.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Delhi region of the Employees' Provident Fund Organisation	National Capital Territory of Delhi.
7.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Goa region of the Employees Provident Fund Organisation	The State of Goa.
8.	Regional Povident Fund Commissioners/Assistant Provident Fund Commissioners working in Gujarat region of the Employees' Provident Fund Organisation	The State of Gujarat and Union Territories of Dadra & Nagar Haveli & Daman & Diu.
9.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Haryana region of the Employees' Provident Fund Organisation	The State of Haryana.
10.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Himachal Pradesh region of the Employees' Provident Fund Organisation	The State of Himachal Pradesh.
11.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Jharkhand region of the Employees' Provident Fund Organisation	The State of Jharkhand.
12.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Karnataka region of the Employees' Provident Fund Organisation	The State of Karnataka..
13.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Kerala region of the Employees' Provident Fund Organisation	The State of Kerala and Union Territories of Lakshadeep and area of Mahe in Pondicherry.
14.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Madhya Pradesh region of the Employees' Provident Fund Organisation	The State of Madhya Pradesh.
15.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Maharashtra region of the Employees' Provident Fund Organisation	The State of Maharashtra.
16.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in North Eastern Region of the Employees' Provident Fund Organisation.	The States of Assam, Nagaland, Manipur, Meghalaya, Arunachal Pradesh, Mizoram and Tripura.
17.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Orissa region of the Employees' Provident Fund Organisation	The State of Orissa..

(1)	(2)	(3)
18.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Punjab region of the Employees Provident Fund Organisation	The State of Punjab and Union Territory of Chandigarh.
19.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Rajasthan region of the Employees' Provident Fund Organisation	The State of Rajasthan
20.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Tamil Nadu region of the Employees' Provident Fund Organisation	The State of Tamil Nadu and the Union Territory of Pondicherry and Karikkal except the area of Yaman & Mahe.
21.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Uttaranchal region of the Employees' Provident Fund Organisation	The State of Uttaranchal.
22.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in Uttar Pradesh region of the Employees' Provident Fund Organisation	The State of Uttar Pradesh.
23.	Regional Provident Fund Commissioners/Assistant Provident Fund Commissioners working in West Bengal region of the Employees' Provident Fund Organisation	The States of West Bengal and Sikkim & Union Territory of Andaman and Nicobar Islands.

2. This Notification shall come into force on the date of publication in the Official Gazette.

[F. No. S-35013/1/99-SS.II]

K. C. JAIN, Director

नई दिल्ली, 18 अप्रैल, 2002

का. आ. 1554.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 मई, 2002 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4, अध्याय-5 और 6 (धारा-76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं। के उपबन्ध उड़ीसा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

"जिला झारसुगुड़ा की झारसुगुड़ा तहसील के बेहरापाट तथा ए. काटापल्ली क्षेत्र के राजस्व गांव।"

[सं. एस-38013/9/2002—एस एस-I]

आलोक अग्रवाल, अवर सचिव

New Delhi, the 18th April, 2002

S. O. 1554.—In exercise of the powers conferred by Sub-sections (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2002 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Orissa namely :—

"The areas comprising the Revenue Villages of Beherapat and H. Katapalli in Tehsil Jharsuguda of District Jharsuguda."

[No. S-38013/9/2002-SS-I]

ALOK AGARWAL, Under Secy.

नई दिल्ली, 24 अप्रैल, 2002

का. आ. 1555.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 3091 दिनांक 22 अक्तूबर, 2001 द्वारा शीशा एवं खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 27-10-2001 से छः माह की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ) के उपखण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 27-4-2002 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[फा. सं० एस-11017/15/97-आई आर(पी एल)]

एच. सी. गुप्ता, उप सचिव

New Delhi, the 24th April, 2002

S. O. 1555.—Whereas the Central Government having been satisfied that the public interest so required that in pursuance of the provisions of Sub-clause (vi) of the Clause (n) of Section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S. O. No. 3091 dated 22nd October, 2001 the Lead and Zinc Mining Industry to be a public utility service the purpose of the said Act, or a period of six months from the 27-10-2001.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to Sub-clause (vi) of Clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 27th April 2002.

[F. No. S-11017/15/97-IR (PL)]

H. C. GUPTA, Dy. Secy.

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